

AGREEMENT

BY AND BETWEEN

VISALIA UNIFIED SCHOOL DISTRICT

AND

CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION

AND ITS CHAPTER 83

2024-2027

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PREAMBLE

THIS AGREEMENT is made and entered into upon completion of formal ratification by and between Visalia Unified School District, hereinafter referred to as the District, and the California School Employees Association and its Visalia Chapter #83 or its successors, hereinafter referred to as CSEA.

The purpose of the Agreement is to promote the improvement of personnel management and employer-employee relations, provide an equitable and peaceful procedure for the resolution of differences, and establish rates of pay and other terms and conditions of employment as provided in Chapter 10.7 (commencing with section 3540), Division 4 of Title I of the Government Code.

ARTICLE 1: RECOGNITION

- 1.1 **Acknowledgment:** The District hereby acknowledges that CSEA is the exclusive bargaining representative for all classified positions which are listed in Appendix A.
- 1.2 **New Positions:** The District shall notify CSEA of all newly created classified position(s). Upon request from CSEA, the District shall meet to discuss the inclusion or exclusion of said classification(s) in the bargaining unit. Disputes regarding inclusion or exclusion shall be handled in accordance with Public Employment Relations Board rules and regulations. Upon request, the District shall negotiate the salary placement for newly created positions.

ARTICLE 2: NO DISCRIMINATION

- 2.1 **Discrimination Prohibited:** No employee in the bargaining unit shall be appointed, reduced, removed, or in any way favored or discriminated against because of his/her political opinions or affiliations, or because of race, national origin, religion, or marital status and, to the extent prohibited by law, no person shall be discriminated against because of age, sex, or physical handicap.
- 2.2 **No Discrimination on Account of CSEA Activity:** Neither the District nor CSEA shall interfere with, intimidate, restrain, coerce, or discriminate against employees in the bargaining unit because of the exercise of rights to engage or not to engage in CSEA activity.

ARTICLE 3: PROFESSIONAL DUES AND PAYROLL DEDUCTIONS

- 3.1 CSEA shall have the sole and exclusive right to have membership dues, initiation and service fees deducted by the District for all employees in the bargaining unit. Any employee who is employed by the District, or who has applied for membership, may sign and authorize the District to deduct the annual dues and general assessments of CSEA as specified by CSEA. The District shall deduct one-tenth (1/10) of such dues from the regular salary of the

employee each month for ten (10) months. Deductions for employees who sign such authorization after the commencement of the school year shall be appropriately prorated to complete the payments by the end of the school year.

- 3.2 Any employee employed by the District who is not a member of CSEA, or who does not make application for membership within sixty (60) days from the date of this Agreement, or within thirty days (30) from the date of commencement of assigned duties within the bargaining unit whichever comes last, shall become a member of the Association or pay to CSEA a fee in the amount equal to unified membership dues, and general assessments, payable to CSEA in one lump sum cash payment in the same manner as required for the payment of membership dues, provided, however, that the employee may authorize payroll deduction for such fee in the same manner as provided in 3.1 of this Article. In the event that an employee shall not pay such fee directly to CSEA or authorize payment through payroll deduction as provided in 3.1 of this Article, CSEA shall so inform the District, and the District shall immediately begin automatic payroll deduction as in Education Code section 45061 and in the same manner as set forth in 3.1 of this Article. There shall be no charge to CSEA for such mandatory agency fee deductions.
- 3.3 Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support CSEA as a condition of employment; except that such employee shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under section 501 (C) (3) of Title 26 of the Internal Revenue Code:
- a. Visalia Educational Foundation
 - b. American Cancer Society
 - c. American Red Cross
 - d. Other charitable organizations mutually acceptable to the District and the Association.
- 3.4 Proof of payment and a written statement of obligation along with verifiable evidence of membership in a religious body whose traditional tenets or teaching object to joining or financially supporting employee organizations, pursuant to 3.3 above, shall be made upon written demand on an annual basis to CSEA and the District as a condition of continued exemption from the provisions of sections 3.1 and 3.2 above. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made.
- 3.5 With respect to all sums deducted by the District pursuant to sections 3.1 and 3.2 above, whether for membership dues or agency fee, the District agrees promptly to remit such monies to CSEA together with an alphabetical list of employees for whom such deductions

have been made, categorizing them as to membership or non-membership in CSEA, and indicating any changes in personnel from the list previously furnished.

- 3.6 CSEA shall indemnify and hold harmless the District and its Governing Board members, officers, agents, and employees, individually and collectively, from and against any and all claims, costs, suits, losses, demands, actions, judgments, damages, attorneys' fees, liability, and proceedings, of any nature, arising out of or related in any way to the provisions of this Article.
- 3.7 CSEA agrees to furnish any information needed by the District to fulfill the provisions of the Article.
- 3.8 The District is not obligated to put into effect any new, changed or discontinued deductions until the pay period commencing forty-five (45) days after such submission.
- 3.9 If a payroll error occurs or any employee does not meet an established deadline, the District upon notification by an employee, will immediately take steps to rectify the error.
- 3.10 Upon appropriate written authorization from an employee, the District will deduct from his/her salary and make appropriate remittance for such programs as credit union, approved annuities, insurance, etc.
- 3.11 The District shall distribute to all new employees, including employees rehired, the CSEA membership application and a copy of the current collective bargaining agreement.

ARTICLE 4: DISTRICT RIGHTS

- 4.1 The District retains all its vested rights, powers, and authority to manage and direct its affairs to the extent limited by law and not otherwise limited by the provisions of this Agreement. Included in those powers and authority are the rights to:
 - 4.1.1 Manage and direct its own operations and its classified personnel; such direction to be for the purposes dictated by District goals including, but not limited to, greater District efficiency and high staff morale.
 - 4.1.2 To determine its goals, objectives, and educational philosophy.
 - 4.1.3 To ensure the rights and educational opportunities of students.
 - 4.1.4 To determine staffing patterns, job descriptions, and the classification of all positions.
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- 4.1.5 To determine the curriculum.
- 4.1.6 To determine, develop, and implement its budget and procedures thereof.
- 4.1.7 To determine the methods of raising revenue.
- 4.1.8 To contract or discontinue work for operational or economic reasons.
- 4.1.9 To hire, assign, reassign, evaluate, promote, and terminate employees.
- 4.1.10 To discipline employees in accordance with contractual agreements, District Policy, and State and federal law.
- 4.1.11 To build, move, or modify the facilities.
- 4.1.12 To determine the kinds and levels of services to be provided and the methods and means of providing them.
- 4.1.13 To determine the number and kinds of personnel required.
- 4.1.14 To establish rules of conduct and operating procedures.
- 4.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms which are in conformance with the law.
- 4.3 The District, on its own behalf and on behalf of the electors, hereby retains and reserves unto itself all rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of California, except as specifically abridged, granted, or modified by this Agreement or by Chapter 10.7 (commencing with section 3540), Division 4 of Title I of the California Government Code.
- 4.4 In the event an emergency affects the ability of the District to reasonably comply with any provision(s) of this Agreement, said provision(s) may be altered by the District only to the extent and for the time necessary to meet the emergency. CSEA shall be notified of the action(s) to be taken and time permitting, the District shall review with CSEA representatives the reasons for said action(s).

ARTICLE 5: ORGANIZATIONAL RIGHTS

- 5.1 **CSEA Rights:** CSEA shall have the following rights in addition to the rights contained in any

other portions of this Agreement.

5.2 The right of access at reasonable times to areas in which employees work.

5.2.1 Reasonable times for the purpose of this article shall mean before work, during breaks, lunch periods, after work, or for short periods during work hours at the discretion of the District.

5.3 The right to use without charge, institutional bulletin boards, mailboxes, and the use of the school mail system, and other District means of communication for posting or transmission of information or notices concerning CSEA matters. This right shall be subject to the following conditions:

5.3.1 All postings for bulletin boards or items for school mailboxes must contain the date of posting or distribution and the identification of the organization.

5.3.2 A copy of such posting or distribution must be sent to the District Superintendent, Classified Personnel, and to the site administrator prior to posting or distribution.

5.4 The right to the use of institutional equipment, facilities, and buildings under the provisions of the District's Facilities Use Policy and such equipment required for public meetings.

5.5 The right upon request to be supplied with a completed roster of all bargaining unit employees each year. The roster shall also indicate the employee's present classification, primary job site, salary range and step placement, address, and phone number.

5.6 In the event of a layoff, to be conducted consistent with the procedures set forth in the Education Code, the District should provide upon request, a seniority list indicating classification of each employee affected by the layoff. Seniority for purposes of layoffs has been negotiated by the Parties to be date of hire (i.e. first day worked) with the District.

5.6.1 The District and CSEA agree to meet no later than twenty (20) calendar days prior to layoff notification upon request from CSEA to negotiate effects of any proposed layoff, if any, consistent with the Educational Relations Act.

5.6.2 The parties agree that the provisions provided in this article set forth all the layoff rights afforded to CSEA and to unit members in addition to those provided in the Education Code.

5.7 The right to receive two (2) copies of any public budget or public financial material submitted at any time to the Board of Education.

- 5.8 The right to review and copy at CSEA expense, at all reasonable times, any other public material in the possession of or produced by the District.
- 5.9 The District will send the CSEA field office representative and the CSEA President a copy of all materials which are distributed to all bargaining unit classified employees.

ARTICLE 6: CSEA REPRESENTATIVES

- 6.1 **Selection of Representatives:** CSEA reserves the right to designate the method of selection of representatives.
- 6.2 **Site Representatives:** CSEA shall notify the District Superintendent and Classified Personnel in writing of the names of the site representatives and the site they represent on or before October 1 of each year. If a change is made, the District Superintendent and Classified Personnel shall be advised in writing of such change.
- 6.3 **Union Stewards/Chief Union Stewards:** The following shall be understood to constitute the duties and responsibilities of Union Stewards/Chief Union Stewards.
- 6.3.1 After notifying his/her immediate supervisor, a Union Steward/Chief Union Steward shall be permitted to leave his/her normal work area during reasonable times in order to process grievances. The Union Steward/Chief Union Steward shall advise the supervisor of the grievant of his/her presence. The Union Steward/Chief Union Steward is permitted to discuss any problem with all employees immediately concerned, and, if appropriate, to attempt to achieve settlement in accordance with the grievance procedure.
- 6.3.2 The Union Steward/Chief Union Steward shall not leave his/her work area until the immediate supervisor believes that an adequate level of service can be maintained with the Union Steward/Chief Union Steward absent.
- 6.4 It is understood that a Chief Union Steward shall oversee the functions of all Union Stewards site representatives.

ARTICLE 7: TRANSFERS

- 7.1 **Definition:** A transfer is defined as a change of job location within the same position classification.
- 7.2 **Criteria for Transfer:** The following criteria shall be used in consideration of transfer requests in the order listed below:

- 7.2.1 The needs and efficient operation of the District.
- 7.2.2 The contribution the individual can make in the new position.
- 7.2.3 The quality of the service rendered to the District by the employee.
- 7.2.4 The preference of the employee.
- 7.2.5 Probationary employees are not eligible to request a lateral transfer.

7.3 **Lateral Transfer:**

- 7.3.1 **Definition:** 'Lateral Transfer' shall be defined as a change in position without a change in classification. Such a change may occur when a position becomes vacant or a new position is created within the same classification, salary range, and same (or less) number of total hours (per workday and/or work year).
- 7.3.2 When a new position is created or an existing position within the unit becomes vacant, an employee in the same classification (and same [or less] number of total hours per workday and/or work year) may request a lateral transfer via email by notifying the CSEA President [president@csea83.com] and HRD Administrator [HRDAdministrator@vusd.org] before the posting closes. Any employee requesting a lateral transfer must include a resume with the email to be eligible for consideration. Section 7.3.3 will only be initiated if an employee has complied with this process.
- 7.3.3 The District shall select from among those requesting the lateral transfer pursuant to 7.3.2 and any employees who have applied for the position and are in the same classification with the same (or less) number of total hours. In the event that two or more employees request or apply for a lateral transfer, the District shall make their selection through the interview process. In the event that the transfer is denied, CSEA and the District will meet to discuss upon request by either party.

7.4 **Employer Initiated Transfer:**

- 7.4.1 **Involuntary Transfer:** An involuntary transfer may be made for the following reasons:
 - 7.4.1.1 A change of enrollment or workload necessitating transfer of classified staff.
 - 7.4.1.2 Improved efficiency of the District.

7.4.1.3 Reassignment of member of immediate family. Members of the immediate family who are employed by the District shall not be assigned to the same school or work location where another member of the family would be their supervisor.

7.4.2 **Administrative Transfer:** A transfer may be made by the Administration for any of, but not limited to, the following reasons:

7.4.2.1 An opportunity to evaluate an employee in a different school or location.

7.4.2.2 Significant personality conflicts.

7.4.2.3 An employee may request a conference or written statement regarding the reason for the administrative transfer.

7.4.3 **Medical Transfer:** The District and CSEA agree to comply with mandated provisions of the ADA and the Family and Medical Leave Act. The District may give alternate work when the same is available to an employee who has become medically unable to satisfactorily perform his/her regular job class duties. The alternate work may constitute promotion, demotion, or lateral transfer to a related classification, but it shall be instituted only by mutual agreement with the District and concurrence of the employee with notice to CSEA.

7.5 **General Provisions:**

7.5.1 **Temporary Job Site Transfer:** No employee shall be assigned to a work location other than the employee's normal work site for a period in excess of five (5) working days. The District retains the right to make such changes during periods when students are not in regular attendance; for example, winter recess, summer recess, and when the workload is reduced because students are not in attendance.

7.5.2 **Posting of Vacancy Notices:** When a vacancy exists, the vacancy notice shall be posted on the District's applicant tracking system by the District for no less than five (5) full work-days, during which time any employee may submit an application for the vacancy. The District agrees to continue to provide a courtesy notification to all bargaining unit members of the posting of vacancies via District email, however, unit members remain obligated to monitor the District's applicant tracking system for any vacancy notices.

7.5.3 **Application:** Any employee in the bargaining unit may apply for transfer to a posted

position vacancy by filing a written application with Human Resources via the District's applicant tracking system.

7.5.4 **Denial of Transfer**: Any employee denied a transfer shall, upon written request, be given written reasons for the denial within five (5) working days of the request.

7.5.5 **A Substitute Employee**: Shall mean any person employed to replace any classified employee who is temporarily absent from duty. However, if the District is engaged in the procedure to hire a regular employee to fill a vacancy in any classified position, the District may fill the vacancy (through the employment of one or more substitutes) for not more than sixty (60) calendar days.

7.5.5.1 Classified employees are entitled to provide coverage in their same classification or in a classification in which the employee meets the minimum requirements of the position. The employee shall not retain employment rights to the classified position in which they provide coverage. Employees shall be paid at the classification in which they provide such coverage.

ARTICLE 8: PROMOTIONS

8.1 **Definition**: Promotion is defined as a change in the assignment of an employee from a position in one classification to a vacant position in a different classification compensated at a higher range or the same classification which has a higher number of hours or a higher maximum annual salary.

8.2 **Definition**: Voluntary Demotion is defined as a change in the assignment of an employee from a position in one classification to a vacant position in a different classification, compensated at a lower range or the same classification, which has a lower number of hours, as requested by a unit member.

8.3 **Posting of Vacancy Notice and Application Procedures**: Notice of all job vacancies shall be posted on the District's applicant tracking system for a period of no less than five (5) full workdays during which time any employee may submit an application for the posted vacancy ("Job Vacancy Notice"). The District agrees to continue to provide a courtesy notification to all bargaining unit members of the posting of Job Vacancy Notices via District email, however, unit members remain obligated to monitor the District's applicant tracking system for any Job Vacancy Notices.

8.4 **Contents of the Job Vacancy Notice**: The Job Vacancy Notice shall include the following information: the job title, a brief description of the position and duties, the minimum

qualifications required for the position, the assigned work site, the number of hours per day, the regularly-assigned work shift times, days per week and months per year assigned to the position, the salary range (as set forth in Article 8.7, Promotion Compensation), and the deadline for submitting application.

The District may determine the assigned work site, based on the position, at the time of hire or when the assignment is determined, for the following positions:

- 8.4.1 Paraprofessional – SPED
- 8.4.2 Specialized Learning Center (SLC) Support Technician
- 8.4.3 Treatment Nurse

8.5 **Promotional Order**

- 8.5.1 For promotional opportunities concerning newly created or vacant classified positions, all bargaining unit applicants who meet the minimum qualifications will be granted an interview for the position. A bargaining unit member who submits an application for a position in the same classification, but with increased hours, shall be deemed to have met the minimum qualifications. The Job Vacancy Notice for these positions (for bargaining unit members and external applicants) shall be posted for no less than five (5) full workdays.
- 8.5.2 The District shall select the most qualified applicant from among District applicants within the bargaining unit, providing there are at least five (5) District applicants within the bargaining unit who meet all the minimum qualifications of the position based on the job description. In the event there are not five (5) District applicants within the bargaining unit who meet all the minimum qualifications based on the job description, the District may select a non-bargaining unit or non-District applicant to fill the newly created or vacant position.
- 8.5.3 In the event a bargaining unit applicant and a non-bargaining unit or outside applicant are determined to have equal qualifications, the bargaining unit applicant shall be granted the vacant position. Qualifications shall be determined based on, but not limited to, the following: certifications, education, past performance, and interview.
- 8.5.4 New bargaining unit employees in the District are probationary for a period not to exceed six (6) months or 130 days of paid service, whichever is longer. Paid holidays, sick leave (except as set forth in Section 15.6.5) and paid vacation days are included in the calculation of paid service. Traditional breaks in the school/work calendar in which a unit member is not performing paid service (example: summer, winter, and spring breaks, etc.), will not count towards a unit member's probationary period. Probationary employees shall not be

eligible for promotion until he/she has completed his/her probationary period.

8.5.5 When a permanent bargaining unit employee promotes, they are probationary in the new position for six (6) months. Any succeeding promotion is subject to the same six (6) months' probation in the new position.

8.5.5.1 When an employee promotes, the employee shall receive an evaluation near the midpoint of the probationary period to address any concerns related to performance.

8.5.5.2 If a permanent bargaining unit employee promotes and does NOT pass probation [six (6) months] in the new position, this bargaining unit employee will be assigned to a vacant position in the immediate previous classification in which they served.

8.6 **Notification:** Any employee not selected for promotion shall, upon written request to the HRD Administrator [HRDAdministrator@vusd.org], be given written reasons for non-selection.

8.7 **Promotion Compensation:** Any employee assigned to a position within the bargaining unit with a higher salary range than his/her current salary shall be deemed to have been promoted. The employee shall be placed on the lowest step of the new salary range, which will provide not less than a five percent (5%) monthly/hourly salary increase. If the employee is working in more than one salary range, the monthly/hourly total will not be less than a five percent (5%) increase. In situations where a five percent (5%) is not available due to the employee's current placement, the employee will be placed at the highest step available.

8.7.1 If an employee has been receiving night differential in the position held immediately preceding a promotion, the promotion compensation rate shall represent no less than a five percent (5%) monthly/hourly salary increase calculated based on their prior salary range plus the night differential rate.

8.7.2 Five percent (5%) salary promotion compensation shall not apply to an employee who has an increase in hours in the same classification.

8.8 **Voluntary Demotion Compensation:** Any employee requesting a position within the bargaining unit with a lower salary range than his/her current salary shall be considered to have voluntarily demoted. The employee shall be placed at the same step in the new salary range, with no change in the anniversary date.

8.8.1 Demotion compensation shall not apply to an employee who has a decrease in hours in the same classification.

- 8.8.2 Any request for voluntary demotion to a vacant position that is not within the same classification will be considered with all bargaining unit applicants who meet the minimum qualifications and will be granted an interview for the position.
- 8.8.3 An employee requesting a voluntary demotion must submit the request via email to HRDadministrator@vusd.org and president@csea83.com.
- 8.8.4 Only permanent employees are eligible for voluntary demotion.

ARTICLE 9: HOURS AND OVERTIME

- 9.1 **Workweek:** The normal workweek shall consist of five (5) consecutive days; Monday through Friday and eight (8) hours per day and forty (40) hours per week.
 - 9.1.1 This section shall not restrict the extension of the regular workday or workweek when necessary, as provided by the provisions of this Article. In addition, the District may establish a workweek of any (5) consecutive days when necessary to carry out the work of the District in an efficient manner, i.e., emergencies, special projects. The adoption by the District of any workweek other than Monday through Friday shall be for a period not to exceed three (3) months unless otherwise mutually agreed to between the employee, the District and CSEA, and his/her supervisor. The employee shall indicate his/her agreement by signing a District provided form, a copy of which shall be provided to the CSEA President. Upon written agreement between the parties, the District shall give the employee at least five (5) days' notice in advance of establishing a workweek other than Monday through Friday.
 - 9.1.2 The following positions involving flexible workweek schedules shall be excluded from the Monday through Friday requirement of this article.
 - 9.1.2.1 Grounds Worker
 - 9.1.2.2 Pool Maintenance Technician
 - 9.1.2.3 Stadium Grounds Worker
 - 9.1.2.4 Campus Supervisor
 - 9.1.2.5 Theater Technician
- 9.2 **Workday:** The length of the workday shall be designated by the District for each classified

assignment in accordance with the provisions set forth in this Agreement. Each employee shall be assigned a fixed regular and ascertainable minimum number of hours. The following positions involving flexible workday schedules shall be excluded from the requirements of a regularly assigned work shift time:

- 9.2.1 Pool Maintenance Technician
- 9.2.2 Grounds Worker
- 9.2.3 Bus Driver Classification(s)
- 9.2.4 Paraprofessionals and General Activities Aide
- 9.2.5 Campus Supervisor
- 9.2.6 Theater Technician
- 9.2.7 Behavior Analysis Aide – District Office
- 9.2.8 Paraprofessional – SPED
- 9.2.9 Specialized Learning Center (SLC) Support Technician
- 9.2.10 All Navigator classifications (Instructional and Related Services)

9.3 **Changes to Work Schedule:** Any changes exceeding four workweeks in an employee's work schedule shall first be submitted to, approved and signed by Human Resources Development ("HRD") and the CSEA President/Designee. Any changes in work schedule shall be agreed to by the employee and his/her supervisor and must be reviewed and approved by HRD before implementation.

9.4 **Lunch Periods:** All employees covered by this Agreement shall be entitled to a duty free non-paid lunch period if the employee is scheduled to work five and one half (5.5) hours. The length of time for such lunch period shall be for a period of no longer than one (1) hour nor less than one-half (1/2) hour and shall be scheduled at or about the midpoint of each work shift.

- 9.4.1 An employee, except bus drivers on a field trip, required by his/her immediate supervisor to work during his/her lunch period shall receive pay or compensatory time at the rate of time and one-half (1 1/2) for all time worked during the normal lunch period.

9.5 **Rest Periods:**

9.5.1 All employees shall be granted rest periods which, insofar as practicable, shall be at the midpoint of each work period at the rate of fifteen (15) minutes per four (4) hours worked or major fraction thereof. Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee.

9.6 **Extra Time:** Extra time is defined as any time worked by an employee beyond his/her regular hours which, when added to the regular hours, totals eight (8) hours or less in any one day or forty (40) hours or less in any workweek. The District shall distribute extra time as equally as possible among part time employees in the bargaining unit within each department, work location, and classification which is consistent with the employee's job knowledge and responsibilities.

9.7 **Overtime:** Except as otherwise provided herein, all authorized overtime hours as defined in this Section shall be compensated at a rate of pay equal to time and one-half (1 1/2) the regular rate of pay of the employee. Overtime is defined to include any time worked in excess of eight (8) hours in any one day or on any one shift or in excess of forty (40) hours in any workweek, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned starting time.

9.7.1 All hours worked beyond the workweek of five (5) consecutive days of four (4) or more hours per day shall be compensated at the overtime rate commencing on the sixth consecutive day of work.

9.7.2 All hours worked on the seventh consecutive day of work up to eight (8) hours shall be compensated at double the regular rate of pay.

9.7.3 All hours worked in excess of eight (8) hours on the sixth and seventh consecutive day shall be compensated at double the regular rate of pay.

9.7.4 All hours worked on holidays designated by this Agreement shall be compensated at one and one-half (1 1/2) times the regular rate of pay, plus the regular pay for the holiday.

9.8 **Compensatory Time:** Pay for overtime, call-in time, and call back time shall be compensated by pay or by compensatory time off. The employee may request the option he/she desires.

9.8.1 Use of compensatory time must be requested in writing at least two (2) days prior to the day which the employee is to be absent and must be approved by a supervisor. The supervisor must respond to the leave request twenty-four (24) hours prior to the day requested.

- 9.8.2 Employees authorized to take compensatory time off in lieu of cash compensation for authorized overtime shall take the compensatory time off within the fiscal year in which the overtime services were rendered. Scheduling of compensatory time shall be done by mutual agreement between employee and his/her supervisor. If compensatory time is not scheduled, processing of pay for the employee shall be commenced within thirty (30) days following the end of the fiscal year.
- 9.8.3 No more than 240 hours of overtime or compensatory time may be accumulated in any one fiscal year. Employee shall have the option to carry over up to 40 hours in lieu of compensation into the next school year with mutual agreement between the employee and Supervisor.
- 9.9 **Minimum Call in Time:** Any employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of three (3) hours pay at the appropriate rate of pay under the terms of this Agreement.
- 9.10 **Standby Time:**
- 9.10.1 All standby time shall be considered as regular hours worked and shall be compensated on a straight time or overtime basis as are other hours worked under the terms of this Agreement.
- 9.10.2 Notwithstanding any other provisions of this Agreement, if an assignment requires an overnight stay, the District shall be relieved of the obligation of payment for any hours between the time an employee is relieved of duties for the evening and the time duties resume the following morning.
- 9.11 **Call Back Time:** Any employee called back to work after completion of his/her regular assignment shall be compensated for at least two (2) hours for work at the appropriate rate, irrespective of the actual time.
- 9.12 **Night Shift Differential:** Employees whose designated work shift commences at 3:00 p.m. or later, and up to, but not including, 5:00 a.m. shall be paid a night differential premium of five percent (5%) above the regular rate of pay for all hours worked.
- 9.12.1 An employee who receives a shift differential premium on the basis of the assigned shift shall suffer no reduction in pay, including the differential premium pay, when temporarily assigned to a day work shift. If an employee is assigned to a shift other than a night shift during summer months outside of the regular instructional

school year, he/she shall not receive the night shift differential premium pay.

- 9.12.2 An employee normally assigned to a night shift who takes vacation during summer months outside of the regular instructional school year, while reassigned to a day shift shall be compensated at the night shift differential premium rate for those vacation days earned when assigned to the day shift.

- 9.13 **Overtime – Equal Distribution**: Overtime shall be distributed and rotated as equally as possible among bargaining unit employees by department, work location, and classification which is consistent with the employee’s job knowledge and responsibilities.

- 9.13.1 Each work location, including the Transportation Department, will maintain a record of all overtime and extra time worked by employees. These records shall be available for review.

- 9.14 **Right of Refusal**: An employee may request not to be assigned overtime work, except when the needs of the District warrant, the supervisor may direct the employee to work overtime. The needs of the District shall be defined by the supervisor who shall identify employees desiring to work overtime before assigning any employee to overtime work. Normally, an employee shall not be required to work overtime.

- 9.15 **Adjustment of Assigned Time**: Any employee of the District who works a minimum of thirty (30) minutes per day in excess of their part-time assignment (the assignment and/or primary position in which they currently hold) for twenty consecutive working days or more of the school year (July 1 – June 30) shall have their basic assignment modified to reflect the longer hours. Nothing in this section shall be construed as supporting a practice of repeatedly utilizing part-time assignment of fewer than twenty (20) consecutive days to accomplish regular work.

- 9.16 **In-service**: The District shall pay or grant compensatory time to the employee at his/her current rate of pay for any State and/or District required in-service training.

- 9.17 **Increase in Assigned Time**: When a position becomes available which would result in an increase in the number of hours assigned and more than three (3) employees have applied, persons who have applied for the position who are in the same classification and meet the minimum requirements of the vacant position shall be given preference and consideration over applicants out of District.

- 9.18 **Out-of-District Assignments**: Employees shall be notified of out-of-district assignments as soon as possible. Employees shall be notified of an overnight assignment, except in an emergency, at least seven (7) days in advance.

9.19 **Filling of Summer Positions:** When work which is normally and customarily performed by bargaining unit employees is to be performed at times other than during the regular academic year, the District shall first offer the opportunity of the vacant position to District employees who are currently employed in the classification and have applied for the position. Seniority shall be considered in order of offering summer positions.

9.19.1 If all bargaining unit employees in the classification decline the vacant position, employees who are not in the same classification may apply for the vacant position and will be offered such position if they are selected and meet all the qualifications. District hire dates (seniority) may be considered in the selection process.

9.20 **Summer Schedule (Four Ten Hour Workday Schedule):** A modified work week will begin the Monday following the last day of school, based on the Governing Board approved school calendar, through the last week of July. Any week that includes a paid holiday will consist of five (5) – eight (8) hour work days.

For classified employees assigned to Operations II: Weeks including paid holidays will consist of five (5) – eight (8) hour work days with the following schedule: 1:30 – 10:00 pm.

9.20.1 The District will implement a ten (10) hour workday for four (4) days a week for all classified employees with the exception of the following groups: Central Grounds, Central OPS (Maintenance), Site Custodians, Site Grounds, Utility Team, Bus Driver/Utility Team staff, Vehicle Maintenance (Transportation) staff, and the Nutritional Services Department Warehouse staff. The Adult School will utilize the ten (10) hour workday schedule for four (4) days a week beginning in June and concluding at the end of July.

9.20.2 Employees are entitled up to three (3) rest periods as scheduled by their supervisor. Employees must work ten (10) hours during a workday to be eligible for three (3) rest periods. Employees requesting more than a 30 minute lunch period must make their request to their immediate supervisor and is subject to their approval.

Central Grounds, Central OPS (Maintenance), Site Custodians, Site Grounds, Utility Team, Bus Driver/Utility Team staff, Vehicle Maintenance (Transportation) staff, and the Nutritional Services Department Warehouse staff may opt to take a thirty (30) minute lunch and end their shift thirty (30) minutes early during the summer schedule only. Before the start of summer schedule, employees will notify, in writing to their immediate supervisor, they will be opting into thirty (30) minute lunch.

9.20.3 The immediate supervisor may approve a modified workday schedule that aligns

with work taking place in the summer hours (outside of the regular instructional school year). This applies to the following classified positions in these areas and/or departments: Central Grounds, Central OPS (Maintenance), Site Custodians, Site Grounds, Utility Team, Bus Driver/Utility Team staff, Vehicle Maintenance (Transportation) staff, and the Nutritional Services Department Warehouse staff.

- 9.20.4 Any summer hours worked in addition to the employee's regular assignment will be paid according to the salary range of the classification of the work performed, and employees will earn vacation and/or sick leave for extra summer hours on a prorated basis.

ARTICLE 10: EMPLOYEE BENEFITS

- 10.1 The District shall provide eligible unit members with life insurance and eligible unit members and their dependents with health, dental, and vision insurance, and an employee assistance plan provided by the following carriers.

- 10.1.1 Medical shall be provided through Self Insured School of California (SISC). Effective October 1, 2018, employees covered under the District's plan shall be enrolled into SISC Blue Cross Prudent Buyer (PBC), 80-C-20 plan with deductibles of \$300/\$600 and co-insurance maximum of \$1,000/\$3,000 with a \$30 doctor office co-pay, \$200 emergency room co-pay if not admitted or referred by primary care physician, and AHC Rx Plan G200/10-35, in accordance with 10.1.3.

EMPLOYEE OPTION – B

All eligible bargaining unit employees shall have the option to enroll in **OPTION B** with deductibles of \$200/\$500 and co-insurance maximum of \$500/\$1500 with a \$30 doctor office co-pay, \$200 emergency room co-pay if not admitted or referred by primary care physician, and AHC Rx Plan G200/10-35, by paying the increase premium above the negotiable limit at \$57.60 per month/10 months through payroll deduction. The employee would voluntarily complete the payroll deduction form to facilitate this payment which would begin with the September pay warrant.

- 10.1.2 Dental coverage provided through SISC/Delta Dental and vision benefits will be provided through the District's self-funded vision pool through SISC.
- 10.1.3 The District will pay for health and welfare benefits for each eligible full-time employee and retiree, not to exceed the negotiable limit of \$17,704.80 per year for the 2026-2027 plan year. For part-time employees, the District shall pay a pro-rata rate of the District contribution and the employee will pay the

remainder of the full cost of the plan.

- 10.1.4 Life Insurance, \$60,000.
- 10.1.5 Employee Assistance Program through contracted provider.
- 10.1.6 Disability Insurance (American Fidelity) employee pay.
- 10.1.7 The District agrees to provide CSEA with medical claims experience information for use in evaluating rates for subsequent years in April.
- 10.1.8 The negotiable limit for the 2026-2027 plan year, which begins October 1, 2026, shall be \$17,704.80 for each eligible employee and retiree.
- 10.1.9 All classified employees shall have the ability to enroll in the District's Section 125 plan in order to make these payments.
- 10.1.10 Health and welfare benefits will include the Spousal Overlay Option.
 - The District will provide notification of the requirements for Spousal Overlay to bargaining unit members who participate in the District health benefit plan.
 - Spousal Overlay shall apply to employee/retiree's spouses/registered domestic partners who are not employed by the District, work thirty (30) hours or more per week, and are eligible for their employer's group health plan.
 - The spouse or registered domestic partner of an employee/retiree covered by the District health plan, so long as that employee has not experienced a "qualifying event" as that term is defined in 20 U.S.C. 1163 (COBRA), who is eligible for medical benefits in the spouse's or registered domestic partner's group health plan, must enroll in the spouse's or registered domestic partner's group health plan when becoming eligible.
 - Internal part-time employees (when both spouses are covered in the District health plan) are exempt from mandated spousal coverage.
 - Spouses/registered domestic partners of the employees/retirees who work less than thirty (30) hours per week outside the District are exempt from mandated spousal coverage.

- Any change in the marital status or spouse/registered domestic partner's employment, or any other change to employee or dependents' eligibility status must be reported immediately to the District on a district-provided form.
- The employee/retiree's spouse/registered domestic partner cannot purchase an individual plan in lieu of his/her employer's group plan.
- According to HIPPA, the employee/retiree's spouse/registered domestic partner may enroll in their company's medical coverage outside of open enrollment due to loss of eligibility under their current (spouse's) plan. Therefore, the employee/retiree's spouse/registered domestic partner must enroll in their employer's plan upon commencement of the program, or upon eligibility. The District will require a Certificate of Coverage or evidence of loss of coverage elsewhere.
- If your spouse/registered domestic partner is not currently eligible for medical benefits where he or she works, but becomes eligible at a later date, he or she must enroll in the employer plan when first eligible and notify the District. The SISC PPO plan then changes from Primary Carrier to Secondary Carrier.
- If an employee does not comply, the employee is in violation of the contract. Upon verification of non-compliance, the District will submit paperwork to SISC to terminate the spouse/registered domestic partner's coverage retroactively. SISC will then recover paid claims.

10.2 For each eligible full time bargaining unit member, the District will pay the cost of premiums up to the current negotiated limit. This includes health, dental, vision, employee assistance plan, and employee life insurance. Eligible part-time employees shall be covered as described in this article.

10.2.1 Full time employees shall be covered by one hundred percent (100%) of the District contribution for payment of the insurance premium up to the negotiated limit.

10.2.2 Part-time employees, regularly assigned to positions requiring less than full time but three (3) hours or more per day, shall be covered by a pro rata District contribution for payment of the insurance premium as indicated:

<u>Portion of Full Time</u>	<u>District Contribution</u>	<u>Employee Contribution</u>
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Three (3) hours or more but less than four (4)	25% of the premium payment	75% of the premium payment
Four (4) hours or more but less than five (5)	50% of the premium payment	50% of the premium payment
Five (5) hours or more but less than six (6)	75% of the premium payment	25% of the premium payment
Six (6) hours or more	100% of the premium payment	None

- 10.2.3 A husband and wife who are eligible for the benefits of this Article shall be able to cross file for 100% payment of Foundation approved charges less deductibles and co-pays as applicable. Case management and second opinions will be part of the coverage if required by Self Insured School of California (SISC).
- 10.2.4 Part time employees desiring coverage shall be required to complete an authorized payroll deduction form(s) for the difference between the District contribution and the total insurance premium cost.
- 10.2.5 Any part time employee who after having any trip, or any other miscellaneous hour time which has been added to the regularly assigned time at the end of the each calendar quarter excluding overtime, and who then qualified for increased District contributions toward his/her benefit plan as set forth in this section, shall be reimbursed by the District for the increased District differential contribution that the employee would then be entitled to. Miscellaneous hours are eligible for benefit reimbursement in calendar quarter only. Hours will not be averaged for reimbursement on an annual basis. Exception: Miscellaneous hours in first quarter (July – Sept) may be carried over and used in second quarter also only (Oct – Dec). Third and fourth quarters cannot be carried to another quarter.
- 10.2.6 In order to be eligible for the benefits set forth in Section 10.2.5 the employee must be enrolled in the District benefit plan during the applicable quarter and the employee must file a claim on an approved District form at the end of the applicable quarter indicating he/she is entitled to an increased District contribution pursuant to Section 10.2.4.
- 10.2.7 Access to the VUSD Health and Wellness Clinic: Any part-time classified employee regularly assigned to positions requiring less than six (6) hours per day

and the employee's dependents shall have access to the VUSD Health and Wellness Clinic (the "Clinic"). Access to these services is conditional on the employee meeting the terms and conditions of participation as set forth by the Clinic and/or the District.

10.2.8 An employee shall enroll for coverage within thirty (30) days of his/her employment or change in hours which increased the District proportion to the premium payment. Employees not enrolling within thirty (30) days will be subject to delayed eligibility for late enrollment in accordance with Self Insured School of California's eligibility Policy for Active Employees. Employees with pre-existing conditions shall be treated in accordance with eligibility rules adopted by Self Insured Schools of California.

10.2.9 An employee enrolling in the benefit plan on or before the 15th day of the month shall become eligible on the first day of the following month. Employees enrolling after the 15th day of the month shall become eligible on the first day of the month following thirty (30) days of employment.

10.3 In addition, all three (3) hour or more employees shall be covered by a District-paid \$60,000 Life Insurance policy. (As outlined in 10.1.4)

10.4 The District shall withhold the amount to pay for disability insurance from the employee's earnings.

10.5 **Retirement Benefits:** The District shall provide any requesting employee and spouse (including qualified dependent) who retires after reaching the age of fifty-five (55) and prior to the age of sixty-five (65) and who has service of fifteen (15) calendar years with the Visalia Unified School District, health, dental, and vision insurance plan to be paid by the District on the same basis as the current employees until that individual reaches the age of sixty-five (65). Upon reaching the age of sixty-five (65), the retiree and spouse may retain medical coverage provided for under the retiree plan in effect as of that date by paying the annual premium upon approval by the carrier.

10.6 **Medical Benefits/Leave of Absence:** The District shall continue to contribute an employee's premium contribution while on paid leave status in the same manner as if the employee had remained in regular service.

10.6.1 Employees on District approved, non-paid leaves of absence may elect to continue medical benefits (excluding life insurance) for themselves by submitting to Human Resources Development the monthly premium payment required for coverage, made payable to the carrier.

- 10.7 **Cancellation:** The employee insurance coverage, under the District's master insurance contract(s), shall be cancelled under the following conditions:
- 10.7.1 The leave expires and the employee does not return to active duty.
 - 10.7.2 The premium payment is not received in Human Resources Development by the 10th of the preceding month.
- 10.8 **Property Damage:** The District shall reimburse an employee up to five hundred dollars (\$500) for each incident involving any loss, damage, or destruction of personal property of the employee while on duty, on school property, or on a school approved activity (excluding willful destruction of property).
- 10.8.1 For the intent of this Section, Personal Property is defined as eyeglasses, contacts, hearing aids, dentures, watches (including smart watches), or articles of clothing.
 - 10.8.2 Vehicle damage shall be covered up to five hundred dollars (\$500) or insurance deductible, whichever is the lesser amount, if the following conditions are met:
 - 10.8.2.1 The employee was authorized to use his/her vehicle in a school approved activity.
 - 10.8.2.2 There was no negligence by the employee.
 - 10.8.2.3 A police report may be required by the District prior to District reimbursement.
 - 10.8.3 In the event an employee is reimbursed pursuant to this Section, the District shall have the right of recovery, to the extent of such payment, from the party committing the theft or damage to property.
 - 10.8.4 An employee filing a claim pursuant to this Section shall file said claim on the District prepared claim form no later than three (3) working days following the damage or loss of the property in question. The District retains the right to inspect all damaged property and to require full disclosure of witnesses, prior conditions, and full description and/or serial numbers of damages or stolen property.
 - 10.8.5 A police report of the incident may be required prior to consideration by the

District.

10.8.6 The District's responsibility for reimbursement is specifically limited to the cost of replacement of the personal property to its condition or value at the time of loss, damage, or destruction.

10.9 **Physical Examination:** The District shall pay the full cost for any medical examination required as a condition of continued employment. The District shall designate the type of examination required and the physician authorized to conduct such examination.

10.9.1 In the event an employee elects an alternate location and/or physician, the District shall reimburse the employee an amount not to exceed the usual and customary cost to the District.

10.9.2 When the District schedules an examination during the employee's regularly scheduled and assigned shift, said employee shall not receive any reduction in either pay or sick leave benefits.

10.10 **Safety Equipment:** Should the employment duties of an employee in the bargaining unit reasonably require use of any equipment or gear to ensure the safety of the employee or others, the District agrees to furnish such equipment or gear upon request.

10.11 **Non-Owned Automobile Insurance:** The District agrees to provide the secondary personal injury and property damage insurance to protect an employee in the event that the employee has been given written authorization to use his/her personal vehicle on employer business.

ARTICLE 11: HOLIDAYS

11.1 **Scheduled Holidays:** The District agrees to provide all employees in the bargaining unit with the following paid holidays, provided the holiday falls during their scheduled work year:

July:	Independence Day
September:	Labor Day
November:	Veterans Day, the Wednesday before Thanksgiving, Thanksgiving Day, and the Friday following Thanksgiving Day
December:	Christmas Eve and Christmas Day
January:	New Year's Day and Martin Luther King, Jr. Day
February:	Lincoln's Day (Observed Monday of Fall Break if Board approved for the current school year) and President's Day
March/April:	Friday of Spring Recess

May: Memorial Day
June: Juneteenth

- 11.2 **Summer Holiday Eligibility:** For employees on a traditional school year calendar (e.g., 10 - or 11-month employees) whose regular assignment ends in June and begins in August:
- 11.2.1 **Independence Day and Juneteenth:** These holidays are only paid if the employee is specifically assigned to work a summer program and is in paid status during any portion of the scheduled working day immediately preceding or succeeding the holiday.
- 11.2.2 **Non-Assignment:** If the employee is not assigned to summer work, these dates fall outside their scheduled work year and are not paid holidays.
- 11.3 **Fall Break:** If a two-day Fall Break is Board approved for the current school year, all employees working the Friday preceding or Wednesday following Fall Break shall receive a paid holiday on the Tuesday of the scheduled Fall Break.
- 11.4 **Additional Holidays:** Exclusive of the holidays included in Section 11.1 of this Article, every day declared by the President or Governor of this State as a public fast, mourning, Thanksgiving, or holiday requiring the schools to be closed or any day declared a holiday by the Governing Board shall be a paid holiday for all employees.
- 11.5 **Student Non-Attendance Days:** Each employee of the unit shall be paid the regular salary for those non-attendance days for work or in-service training which may be determined by the Board.
- 11.6 **Holidays on Saturday or Sunday:** When a designated holiday falls on a Saturday, the preceding regular workday shall be deemed to be that holiday. When a holiday falls on Sunday, the following regular workday shall be deemed to be that holiday.
- 11.7 **Holiday Eligibility:** Except as otherwise provided in this Article, an employee shall be in paid status on the work day immediately preceding or succeeding the holiday to be paid for the holiday.
- 11.7.1 Bargaining unit employees who are not normally assigned to duty during school recess periods of Thanksgiving, Christmas, and spring shall be paid for those holidays provided they were in paid status during any portion of the work day of their normal assignment immediately preceding or succeeding the recess period.

ARTICLE 12: VACATIONS

- 12.1 **Eligibility:** All employees in the bargaining unit shall earn paid vacation time under this Article. Vacation increases based on service years will be effective on July 1 of the fiscal year in which they are earned.
- 12.2 **Paid Vacation:** Except as otherwise provided in this Article, new hires shall not be eligible to take vacation leave until after completion of his/her probationary service. Annual vacation benefits shall be utilized within the fiscal year in which the vacation is earned.
- 12.3 **Accumulation:** Vacation time for full time employees shall be earned and accumulated on a monthly basis for the fiscal year in accordance with the provisions indicated by the following charts:

<u>Service</u>	<u>VACATION Days per Year</u>	<u>VACATION Days per Month</u>	<u>VACATION Hours per Month</u>
0-4 years	10.00	0.83	6.67
5-9 years	15.00	1.25	10.00
10-17 years	20.00	1.67	13.33
18 years or more	21.00	1.75	14.00

Full Time Twelve-Month Employees

<u>Service</u>	<u>VACATION Days per Year</u>	<u>VACATION Days per Month</u>	<u>VACATION Hours per Month</u>
0-4 years	9.17	0.83	6.67
5-9 years	13.75	1.25	10.00
10-17 years	18.33	1.67	13.33
18 years or more	19.25	1.75	14.00

Full Time Eleven-Month Employees

<u>Service</u>	<u>VACATION Days per Year</u>	<u>VACATION Days per Month</u>	<u>VACATION Hours per Month</u>
0-4 years	8.33	0.83	6.67
5-9 years	12.50	1.25	10.00
10-17 years	16.67	1.67	13.33
18 years or more	17.50	1.75	14.00

Full Time Ten-Month Employees

<u>VACATION</u>	<u>VACATION</u>	<u>VACATION</u>
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<u>Service</u>	<u>Days per Year</u>	<u>Days per Month</u>	<u>Hours per Month</u>
0-4 years	7.50	0.83	6.67
5-9 years	11.25	1.25	10.00
10-17 years	15.00	1.67	13.33
18 years or more	15.75	1.75	14.00

Full Time Nine-Month Employees

- 12.3.1 Vacation time for employees working less than full time shall be credited in the same ratio that the part time employment bears to full time employment. Less than full time, twelve-month (12) month, employees will be paid for their vacation in their contract.
- 12.3.2 Twelve-month (12) employees shall have the option of carrying over up to ten (10) vacation days from one year to the next.
- 12.3.3 Employees who are regularly assigned to work less than twelve (12) months per year shall be paid for earned vacation in lieu of vacation time off.
- 12.3.4 Twelve-month (12) employees shall not be required to take vacation during regular winter recess and/or spring recess.

- 12.4 **Vacation Pay:** Pay for vacation days for all unit employees shall be the same as that which the employee would have received had he/she been in a working status.
- 12.5 **Vacation Pay Upon Termination:** When an employee in the unit is terminated, the employee shall be paid for the accumulated vacation time up to and including the effective date of the termination.
- 12.6 **Vacation Postponement:** If a bargaining unit employee's vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed, and the District shall grant such request in accordance with vacation dates available at that time. The employee may elect to have his/her vacation rescheduled in accordance with the vacation schedule available at that time or may request to carry over his/her vacation to the following year.
- 12.7 **Holidays:** When a holiday falls during the scheduled vacation of any bargaining unit employee, such shall not be considered a vacation day for purposes of this Section.
- 12.8 **Vacation Scheduling:**

12.8.1 By May 1 of each year, vacation schedules shall be returned by employees to their immediate supervisor. Vacation notices shall be dated and signed by employees to determine proper time lines.

12.8.2 Vacations shall be scheduled at times requested by bargaining unit employees within the District's work requirement.

12.8.2.1 Any employee denied a vacation request shall be provided reasons for denial in writing by June 1.

12.8.3 If there is any conflict between employees who are working on the same or similar operations as to when vacations shall be taken, the employee with the greatest District seniority shall normally be given his/her preference.

12.9 **Interruption of Vacation:** An employee in the unit may be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement without a return to active service, provided the employee supplies written notice regarding the cause for such interruption or termination.

12.10 **Return to Service:** Immediately prior to taking vacation time off, the employee shall report their absence(s) to the Frontline system. Upon return, the employee shall sign the monthly attendance report in order to verify the use of vacation time.

ARTICLE 13: SALARY

13.1 Salary:

13.1.1 Effective July 1, 2026, the salary schedule shall be increased by 1.85% across all steps and ranges.

13.1.2 The salary schedule for 2026-2027 is attached as Exhibit A.

13.1.3 Bathroom Assistance Stipend: Consistent with the Memorandum of Understanding Regarding Bathroom Assistance Duties for Students, entered into by the parties and effective November 18, 2022, and Reclassification of the Preschool Aide classification, as agreed to in the Memorandum of Understanding dated February 13, 2024 and effective April 1, 2024, certain classified employees will be entitled to a stipend for the performance of Bathroom Assistance Duties, as set forth below.

13.1.3.1 Effective January 1, 2023, employees within the Paraprofessional SPED classification performing

Bathroom Assistance Duties are not entitled to any stipend, as these duties are a required job duty within the position's job description.

13.1.3.2 Effective April 1, 2024, employees within the Preschool Aide classification performing Bathroom Assistance Duties are not entitled to any stipend, as these duties are a required job duty within the position's job description.

13.1.3.3 If a position within a classification that regularly performs Bathroom Assistance Duties is vacant or an employee who regularly provides Bathroom Assistance Duties is absent, a current classified employee who has received District training may volunteer to provide Bathroom Assistance Duties to students as needed, as determined by the District. If Bathroom Assistance Duties are voluntarily performed less than fifteen (15) days over the course of a month, the employee shall receive a flat rate of \$18.00 per day for each day these services are provided. If Bathroom Assistance Duties are voluntarily performed fifteen (15) days or more over the course of a month, the classified employee will be compensated at a rate of twelve percent (12%) their base salary for the period of time these services are provided. This compensation shall be paid upon the completion and submission of a timesheet by the employee, following sign off by the employee's site supervisor.

13.2 **Frequency – Once Monthly:** All employees in the unit shall be paid once per month payable on or before the last working day of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday.

13.3 **Payroll Errors:** Whenever it is determined that an error has been made in the calculation of any classified employee's payroll or in the payment of any classified employee's salary, the appointing authority shall issue a supplemental check not later than five (5) working days after the employee provides notice to the Payroll Department [reference to Education Code 45167].

13.4 **Mileage:** Any employee in the unit required to use his/her vehicle on District business shall be reimbursed on a monthly basis in accordance with the rate established by the IRS.

13.5 **Salary Advancement:**

13.5.1 All employees shall receive an anniversary date of July 1 and receive their anniversary increment in the July following their date of hire. Employees shall move to Step 2 following the first July after their date of hire. All subsequent steps thereafter will be made on July 1. If a new employee starts at step 2 or higher, the anniversary date shall be July 1 and a step increase will be made in

the July following their date of hire.

- 13.5.2 Promotion Advancement. An employee transferring or promoting to a regular full-time or part-time position will advance to the next higher step on the appropriate salary range on their normal July anniversary date.
- 13.5.3 Vacation Rate Changes. The anniversary date for vacation rate changes will be established on the first day of the month or the first day of the following month if the first increment date falls during the period between the 16th and the end of the month.
- 13.5.4 Section 13.5.1 shall not be effective during the 2020-2021 school year. For the 2020-2021 school year, all anniversary increments (salary steps) shall be frozen. These freezes shall not be restored in 2021-2022 or any subsequent year. Section 13.5.1 shall be in effect again on July 1, 2021. (For example, a bargaining unit member on Step 2 on June 30, 2020, will remain on Step 2 for 2020-2021. On July 1, 2021, the bargaining unit member will advance from Step 2 to Step 3.)

- 13.6 **Certification:** For current employees, the District shall pay the cost for the renewal of any certificate, permit, or license required for the position, except the cost of a Class C Driver's License. Qualified Maintenance Employees may receive an annual stipend of \$260.00 for possession of a qualifying professional license to be paid as part of their monthly salary, based on the following criteria: A) A Maintenance Employee wishing to request approval to receive compensation for a professional license must first submit a written request to the Director of Facilities/Maintenance which must be approved by both the manager and the Assistant Superintendent of Personnel or Designee. B) The employee's written request must explain how this license will benefit the District. C) The license must be issued by the State Licensing Board of other recognized licensing agency. D) In the event that an employee holds more than one qualifying license, he/she will receive compensation at a maximum rate of \$260.00 per year. E) An employee must submit a copy of the qualifying license to the Classified Personnel Office prior to being compensated for the license. F) Compensation for a qualifying license shall commence at the beginning of a fiscal year and continue as long as the license is in effect. An employee who has submitted a request to secure a professional license and has been denied may appeal his/her request to a committee for further consideration.

The committee will be made up of the following employees:

- Assistant Superintendent of Human Resources Development/Designee
- Director of Administrative Services
- One (1) Maintenance Employee (the Maintenance Employee may not be the

applicant)

The decision of the appeal committee regarding eligibility of the license will be final.

- 13.7 **Professional Growth:** Agreement reached between CSEA and Visalia Unified School District to implement an Educational Committee to establish a professional growth program for college classes and related work-study programs.
- 13.8 **Sick Leave Accumulation:** An employee shall be notified of his/her accumulated sick leave balance on their monthly pay warrant.
- 13.9 **Meals/Lodging:** Employees who are assigned to work at such distance from the District as is impractical for them to return at the end of the workday shall be allowed the actual and necessary expenses for board and lodging for the duration of the assignment, provided they lodge at places designated by the District.
- 13.9.1 When possible, the District will issue a purchase order for expenses of prearranged accommodations. The District shall reimburse the employee for reasonable out-of-pocket expenses provided in this Article after submission of an expense claim on a District provided form with appropriate attached receipt(s).
- 13.9.2 **Non-Reimbursement of Out of District Meals:** Employee meals shall not be reimbursed when they continue to remain with the equipment and for which the employee receives hourly compensation.
- 13.10 **Inconsistent Duty Compensation:** An employee who is assigned duties not part of his/her regular classification for three (3) days or more within a fifteen (15) day period shall have his/her salary adjusted upward for the entire period he/she is required to work out of classification.
- 13.10.1 If assigned to duties normally performed by an employee in a higher classification, the employee working out of class shall receive the regular rate of pay for the higher classification at the step on which he/she is assigned in his/her regular assignment.
- 13.11 **Uniform Cleaning:** Employees who provide their own work uniforms may have the cost of cleaning those uniforms deducted from their pay warrants.

ARTICLE 14: EVALUATION PROCEDURE

A committee of four (4), two (2) selected by the District and two (2) selected by CSEA, shall be formed and given the responsibility to recommend revisions of this Article and the evaluation form.

14.1 The following procedures shall be utilized with regard to the employees covered by this Agreement.

14.2 **Probationary Employee Evaluations:**

14.2.1 Regular probationary employees shall receive at least one (1) formal, written performance rating during their probationary period. This rating shall normally be scheduled near the midpoint of the probationary period.

14.2.2 The rating forms described herein shall be completed and signed by the employee's evaluator. An evaluation conference between the employee and the evaluator shall be held. The formal rating form shall contain information bearing on employee performance related to the evaluation criteria established by the District. The data gathered relative to employee appraisal shall be in conformity with the employee's job description, as prescribed by the District.

14.2.3 The rating shall contain an appraisal of the employee's performance and, as appropriate, commendations or specific suggestions for the improvement of the employee's performance.

14.2.4 The employee shall receive a written copy of the performance rating forms described herein at the personal conference conducted by the evaluator. The employee may attach a written response to the performance evaluation. Signature indicates employee has discussed this rating. It does not necessarily indicate agreement with the evaluation. Employee may append further comments within five (5) working days.

14.2.5 The evaluator's judgment and recommendations contained in the evaluation appraisals described herein shall not be subject to the Grievance Procedure (Article XVI) contained in this Agreement.

14.3 **Permanent Employee Evaluations:**

14.3.1 A regular permanent classified employee shall be evaluated every other year by his/her immediate supervisor. Normally these ratings shall be completed by the end of the school year. A permanent employee may be evaluated by his/her evaluator at any other time if exemplary or unsatisfactory service is performed, but shall be evaluated by the evaluator within a reasonable length of time after unsatisfactory service is evident.

- 14.3.2 The rating forms described herein shall be completed and signed by the employee's evaluator. An evaluation conference between the employee and the evaluator shall be held. The formal rating form shall contain information bearing on employee performance related to the evaluation criteria established by the District. The data gathered relative to employee appraisal shall be in conformity with the employee job description as prescribed by the District.
- 14.3.3 The rating shall contain an appraisal of the employee's performance and, as appropriate, commendations or specific suggestions for the improvement of the employee's performance.
- 14.3.4 The employee shall receive a written copy of the performance rating forms described herein at the personal conference conducted by the evaluator. The employee may attach a written response to the performance evaluation. Signature indicates employee has discussed this rating. It does not necessarily indicate agreement with the evaluation. Employee may append further comments.
- 14.3.5 The evaluator's judgment and recommendations contained in the evaluation appraisals described herein shall not be subject to the Grievance Procedure (Article XVI) contained in this Agreement.

14.4 **Personnel Files:** The personnel file of each employee shall be maintained at the District Classified Personnel Office.

- 14.4.1 Employees shall be provided with copies of any derogatory written material five (5) workdays before it is placed in the employee's personnel file. Supervisors shall have employees sign or initial document upon receipt. If the employee refuses to sign, then the Supervisor will so note and sign, date, and forward to personnel. The employee shall be given an opportunity during normal working hours and without loss of pay to initial and date the material and then prepare a written response to such material. The written response shall be attached to the material.
- 14.4.2 An employee shall have the right to examine and/or obtain copies of any material from the employee's personnel file with the exception of material that includes ratings, reports, or records which were obtained prior to the employment of the employee involved.
- 14.4.3 All personnel files shall be kept in confidence and shall be available for inspection only to other employees of the District when actually necessary in the proper

administration of the District's affairs in the supervision of the employee. The employee's personnel file shall be available for examination by the employee or his/her CSEA representative, if authorized by the employee in writing.

- 14.4.4 Any person who drafts written material of a derogatory nature for placement in an employee's file shall sign the material and signify the date on which such material was drafted. Any such written materials placed in a personnel file shall indicate the date of such placement. This applies only to written derogatory material and shall not apply to such reports as days of absence, sick leave available, or normal personnel data.

ARTICLE 15: LEAVES

- 15.1 **Bereavement Leave:** Employees shall be granted a leave with full pay in the event of the death of any member of the employee's immediate family. The leave shall be granted as requested for up to five (5) days.

- 15.1.1 For the purposes of this section, "immediate family" includes the following relatives of the employee or the employee's spouse/registered domestic partner:

Core Family: Spouse, registered domestic partner, child, step-child, parent, step-parent, or legal guardian.

Grandparents and Siblings: Grandparent, step-grandparent, grandchild, step-grandchild, sibling, or step-sibling.

In-Laws: Son-in-law, step-son-in-law, daughter-in-law, step-daughter-in-law, sister-in-law, step-sister-in-law, brother-in-law, or step-brother-in-law.

Secondary Relatives: Aunt, step-aunt, uncle, step-uncle, niece, step-niece, nephew, or step-nephew.

Household and Foster: Any foster child or foster parent to the employee, spouse, or registered domestic partner; and any relative of either spouse or registered domestic partner living in the immediate household of the employee.

- 15.1.2 This leave shall be used before personal necessity leave days, which may also be used for this purpose, consistent with section 15.7.

- 15.2 **Jury Duty Leave:** Any employee shall be entitled to leave without loss of pay for any time

the employee is required to perform jury duty.

- 15.2.1 An employee's obligation to report to their District assignment is determined by the total time spent at court relative to their scheduled shift, regardless of when that shift occurs.
- 15.2.2 An employee who is "on-call" or "standby" status (waiting to be summoned but has not yet been required to report to the courthouse) is not considered to be performing jury duty. An employee on-call must report to their regular District assignment for their scheduled shift.
- 15.2.3 Employees whose regular work shift begins prior to 8:00 am shall not be required to report to work before jury service on any day the employee is required to appear.
- 15.2.4 Any employee who is required to spend four (4) hours or more in any one day waiting to be selected as a juror or actually serving as a juror shall not be required to report to his/her regular assignment in order to earn his/her regular day's pay.
- 15.2.5 For employees working non-traditional or off-cycle shifts, the four (4) hour service rule is applied to ensure a safe transition between court and work:
 - 15.2.5.1 If an employee serves four (4) hours or more in court, they shall be excused from any shift that occurs on that same calendar day.
 - 15.2.5.2 If an employee serves less than four (4) hours, to provide a sufficient rest period, an employee shall be excused from reporting to work until eight (8) hours have elapsed following the completion of their jury service.
- 15.2.6 If an employee's total jury service for the day is less than four (4) hours, they are required to report to their regular assignment for the remainder of their scheduled shift. However, the total combined hours of jury service and work service shall not exceed the employee's regular daily contracted hours.
- 15.2.7 Upon receipt of a jury summons, the employee shall notify their direct supervisor within two (2) working days.
- 15.2.8 The employee is required to submit official verification of jury duty attendance from the Clerk of the Court upon return from the absence(s). Failure to submit verification may result in the absence being reclassified as personal necessity or unpaid leave.

15.3 **Military Leave:** An employee shall be entitled to any military leave provided by law and

shall retain all rights and privileges granted by law arising out of the exercise of military leave.

- 15.3.1 **Additional Leave for Disabled Military Veterans:** (See EdCode Sec. 45191.5) In addition to any other entitlement for leave with pay, a bargaining unit member who is a military veteran with a military service-connected disability rated at 30 percent or higher by the U.S. Department of Veteran Affairs shall be entitled to sick leave with pay of up to twelve (12) days for the purpose of undergoing medical treatment for his/her military service-connected disability. A bargaining unit member who is employed less than a full fiscal year or less than five (5) days per week shall be entitled to that proportion of the twelve (12) days' leave of absence. The amount of leave shall be credited to a qualifying bargaining unit member on: (1) the effective date of the employee's disability rating decision from the U.S. Department of Veteran Affairs; (2) on the first day of the qualifying bargaining unit members' employment; or (3) on the first day the qualifying bargaining unit member returns to employment after active duty, whichever is later, and shall remain available for the following twelve (12) months of employment. Any days of this leave of absence not used during the twelve (12) month period shall not be carried over and shall be forfeited.

15.4 **Sick Leave:**

- 15.4.1 **Leave of Absence for Illness or Injury:** An employee employed five (5) days a week shall be granted twelve (12) days leave of absence for illness or injury, exclusive of all days he/she is not required to render service to the District, with full pay for a fiscal year of service.
- 15.4.2 An employee employed five (5) days a week for less than a full fiscal year is entitled to the proportion of twelve (12) days leave of absence for illness or injury as the number of months he/she is employed bears to twelve (12).
- 15.4.2.1 Employees regularly assigned to an eleven-month work schedule (typically ranging from 181 to 195 workdays) shall be credited with ten (10) days of leave of absence for illness or injury per year.
- 15.4.3 An employee employed less than five (5) days per week shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5). When such persons are employed for less than a full fiscal year of service, this and the preceding paragraphs shall determine that proportion of leave of absence for illness or injury to which they are entitled.

- 15.4.4 Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day of illness.
- 15.4.5 Except in case of an emergency, all classified employees must report absences to the District's reporting system and notify their direct supervisor at least one (1) hour before the employee is scheduled to report to work. Failure to follow these reporting procedures or provide valid medical verification as defined in 15.4.6.1 may result in disciplinary action.
- 15.4.6 A release from the employee's treating physician may be required for absences of three (3) consecutive workdays or more, or where the District has a reasonable basis to believe sick leave has been abused.
- 15.4.6.1 Medical verification must be provided by a licensed healthcare professional and include the following:
- 15.4.6.1.1 The date(s) the employee was under the provider's care or was medically unable to work.
- 15.4.6.1.2 If the employee is returning to work, a statement that the employee is "medically cleared to return to work with or without restrictions." If restrictions are required, the provider must list them specifically in the documentation.
- 15.4.6.1.3 A specific return-to-work date or a date for clinical re-evaluation.
- 15.4.7 At the beginning of each fiscal year, the full amount of sick leave granted under this Section shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new classified employee shall not be entitled to more than six (6) days of sick leave, or the proportionate amount to which the employee may be entitled, until the first day of the month after the employee has completed six (6) months of active service with the District.
- 15.4.8 Upon separation from the District, an employee is responsible for reimbursing the District for any sick leave used that was not yet earned as of their final date of service.
- 15.4.9 If an employee does not take the full amount of leave allowed in any year under this Section, the amount not taken shall be accumulated from year to year.

15.4.10 Any employee may convert unused sick leave to retirement credit in accordance with Government Code.

15.4.11 **Entitlement to Other Sick Leave:** On July 1 of each year, every regular bargaining unit employee shall be credited with a total of one hundred (100) workdays of sick leave which shall include those days of sick leave applicable to the current year and those days of accumulated sick leave earned from employment during previous years of District service or accrued sick leave transferred from previous District, County or Community College employment. The paid entitlement to other sick leave authorized pursuant hereto, exclusive of earned accumulated sick leave pursuant to Sections 15.4.1 - 15.4.3, shall be compensated at not less than fifty percent (50%) of the employee's salary.

15.4.11.1 During the one hundred (100) day period, the employee shall first utilize all full-pay sick leave. Once full-pay sick leave is exhausted, the remainder of the 100-day period shall be compensated at fifty percent (50%) of the employee's regular salary.

15.4.11.2 To maintain regular base pay during the fifty percent (50%) differential period, an employee may elect to utilize accumulated vacation, compensatory time, or other paid leave to supplement the fifty percent (50%) pay until those leaves are also exhausted.

15.4.11.3 If an employee is absent from duty because of an industrial accident or illness, any entitlement to the extended sick leave days shall be utilized only after all accumulated sick leave, applicable compensatory time, vacation days, and any other paid leave have been exhausted. Once extended sick leave days begin, vacation days will continue to accrue as set forth in Article 12, and if available, may be used, when added to the differential pay, to permit the employee to receive pay at the regular base rate for such days.

15.4.12 If, at the conclusion of all leaves of absence, paid or unpaid, an employee is not medically able to resume the duties of their position due to a nonindustrial, personal accident or illness, the employee shall be placed on a reemployment list for a period of 39 months, consistent with Education Code section 45195.

15.5 **Industrial Accident and Illness Leave:** (See Ed. Code Sec. 45192) In addition to any other

benefits that an employee may be entitled under the Worker's Compensation laws of this State, employees who have served the District for twelve (12) months shall be entitled to the following benefits:

15.5.1 An employee suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to the following benefits:

15.5.1.1 An employee suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of up to sixty (60) working days in any one fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred. During such leave, the employee shall endorse to the District the temporary disability indemnity checks received as Worker's Compensation because of his/her industrial illness or accident. The District, in turn, shall issue the employee appropriate salary warrants for a payment of his/her salary and shall deduct normal retirement and other authorized contributions and deductions. Industrial accident or illness leave will commence on the first day of absence.

15.5.1.2 Payment for wages lost on any day shall not, when added to an award granted the employee under the Worker's Compensation laws of this State, exceed the normal wages for the day. Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under Worker's Compensation.

15.5.1.3 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this Section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, an employee is still receiving temporary disability payments under the Worker's Compensation laws of this State at the time of the exhaustion of benefits under this Section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, which, when added to the Worker's Compensation award, provides for a day's pay at the regular rate of pay.

15.5.1.4 Any time an employee on industrial accident or illness leave is able to return to his/her position classification without restriction (as certified by an authorized Worker's Compensation physician), he/she shall be reinstated in his/her position classification without loss of pay or benefits. If appropriate light duty is available, the District may permit an employee to return to restricted duties as authorized by the physician. When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of the person's position, the person shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months. When available, during the 39-month period, the person shall be employed in a vacant position in the class of the person's previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case the person shall be listed in accordance with appropriate seniority regulations.

15.6 **Break in Service:**

- 15.6.1 No absence under any paid leave provision of this Article shall be considered as a break in service for any employee who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.
- 15.6.2 A period of approved unpaid absence of less than one hundred and twenty (120) calendar days shall not be considered a break in service for the purposes of maintaining seniority under this Agreement.
- 15.6.3 The employee shall earn seniority for the purposes of usage in this Agreement while serving in another unit of the same employer.
- 15.6.4 Any employee whose employment is terminated and who is subsequently rehired shall be treated as a new employee for all purposes upon his/her reemployment. Employees who have ten (10) years or more of service and are rehired may be placed at the same step they held prior to termination for salary schedule placement only.
- 15.6.5 Any probationary employee who is absent more than thirty (30) working days during their probationary period shall have their probation extended by an equal length of time.

15.7 **Personal Necessity Leave:** An employee working twelve (12) months a year may use up to twelve (12) days of sick leave for personal necessity per school year. An employee working less than twelve (12) months may use up to ten (10) days of sick leave for personal necessity per school year. This leave shall be deducted from his or her accrued sick leave under Section 15.4 of this article and subject to the following conditions:

- 15.7.1 Except in emergencies, employees must request personal necessity days in writing at least two (2) days in advance.
- 15.7.2 No more than three (3) personal necessity days may be used consecutively without prior approval from the immediate supervisor, requested ten (10) days in advance.
- 15.7.3 To ensure continuity of service, the following limitations shall apply:

- 15.7.3.1 No more than ten percent (10%) of the unit members in a single classification at a school site or department may be on personal necessity leave on any given day.

- In departments with fewer than ten (10) employees, at least one (1) unit member may be granted leave, provided that operational needs are met.

- The District reserves the right to deny requests beyond these thresholds if staffing levels would result in an inability to maintain site safety or core functions.

- 15.7.4 Prohibited Use of Personal Necessity Leave:

- 15.7.5.1 Personal Necessity leave may not be used for participating in political campaigns or related advocacy.

- 15.7.5.2 Leave for Association business is prohibited under this section unless specifically approved by the Assistant Superintendent of Human Resources or their designee.

- 15.7.5.3 Personal Necessity leave shall not be used to perform work for another employer or to conduct private business for profit.

15.9 **Family Medical Leave:** Eligible employees may be granted Family Care Leave as provided by the California Family Rights Act and the United States Family and Medical Leave Act.

- 15.10 **Parental Leave:** During each school year, a bargaining unit member may use his or her sick leave for purposes of parental leave for a period of up to twelve (12) workweeks. When an employee has exhausted all sick leave, including all accumulated sick leave, and continues to be absent due to duties associated with parental leave, pursuant to Education Code section 45196.1, the employee shall be compensated at no less than fifty (50) percent of the employee's regular salary for the remaining 12-workweek period of parental leave. Parental leave shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of parental leave. No bargaining unit member shall be provided more than one 12-workweek period of parental leave during any twelve (12) month period. Parental leave shall run concurrently with parental leave taken pursuant to Family Medical Leave, and in aggregate with Family Medical Leave shall not exceed twelve (12) workweeks.
- 15.11 **Retraining and Study Leave:**
- 15.11.1 A paid or unpaid leave of absence for study/retraining may be granted to any member of the unit. The employee shall submit his/her written request for such leave sixty (60) days prior to the beginning date of the leave. The request shall provide sufficient information to assist District in determining the value to the District in granting such leave.
- 15.11.2 Such leave of absence may be taken in separate six (6) month periods or in any other appropriate periods rather than for a continuous one (1) year period provided the separate periods of leave of absence shall commence and be completed within a three (3) year period. Any period of service by the employee intervening between the authorized separate periods shall comprise a part of the service required for a subsequent leave of absence for study or retraining purposes.
- 15.11.3 Study leave cannot be granted to an employee who has not served at least seven (7) consecutive years preceding granting of the leave.
- 15.11.4 Retraining leave cannot be granted to an employee who has not served at least three (3) consecutive years preceding granting of the leave.
- 15.11.5 No more than one (1) study leave of absence shall be granted in each seven (7) year period. No more than one (1) study retraining leave of absence shall be granted in each three (3) year period.
- 15.11.6 The District may prescribe standards of service, which shall entitle the employee to the leave of absence.

15.11.7 Any leave of absence granted under this policy shall not be deemed a break in service for any purpose, except that such leave shall not be included as service in computing service to the granting of any subsequent leave under this type of leave, nor shall employee earn vacation pay, sick leave, holiday pay, or other benefits provided under this Agreement.

15.12 **General Leaves:** When no other leaves are available, a leave of absence may be granted to an employee on a paid or unpaid basis at any time upon any terms acceptable to the District and an employee. Requests for paid or unpaid leave of absence are made through Human Resources Development.

15.13 **Association Leave:** The CSEA President and one designee shall have the right to one (1) day (equivalent of eight (8) hours) each per week which may be accumulated for Association business. In addition, the CSEA President and any elected board member shall receive release time to conduct/attend CSEA general membership, voting meeting and executive board meetings not to exceed six (6) hours per week.

15.13.1 The CSEA President or designated CSEA Board Member shall submit a request for release time to the Human Resources Department via the District-approved notification process.

Except in cases of emergency, this notification shall be provided at least twenty-four (24) hours in advance. The request shall include the name(s) of the employee(s) to be released, the date and specific timeframe of the requested leave; the purpose of the leave, such as employee meetings, negotiations, or other Association business; and location disclosure, indicating if the activity is located outside of District boundaries.

15.13.2 **New Employee Orientation Access:** The District shall provide the Association with access to all new employee orientations, which includes any onboarding process where employees are advised of their status, rights, benefits, or duties.

15.13.2.1 The District shall notify the CSEA President or designee of the date, time, and location of each orientation at least ten (10) days in advance.

15.13.2.2 The District shall provide the Association notice of any newly hired classified employee via email within thirty (30) days of hire or by the first pay period of the month following hire.

15.13.3 **Orientation Release Time:** Association representatives shall be granted paid release time to meet with bargaining unit members during each orientation

session. This release time is in addition to, and shall not be deducted from, the total Association release time outlined in Section 15.13.

15.13.3.1 For sessions with fourteen (14) or fewer new hires, one (1) representative shall receive thirty (30) minutes of paid release time. For sessions with fifteen (15) or more new hires, two (2) representatives shall receive one (1) hour of paid release time.

15.13.3.2 Release time shall include any necessary travel time. Additionally, the CSEA Labor Relations Representative may attend these sessions.

15.14 **Judicial and Official Appearance Leave:** The District shall grant a leave of absence to employees to appear as a witness in court other than as a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee. The District shall grant such leave of absence with pay up to the amount of the difference between an employee's regular earnings and any amount received for witness fee.

15.15 **Religious Leave:** Any employee shall be entitled to the use of up to two (2) days of personal necessity leave annually for participation in the established religious observances of a recognized faith or denomination. Requests for the use of such leave must be made at least two (2) days in advance of the actual day of this leave.

ARTICLE 16: GRIEVANCES

16.1 Definitions:

16.1.1 A ***grievance*** is an allegation by one or more employees that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement, or District practices or regulations implementing this Agreement.

16.1.2 A ***grievant*** is an employee or employees including the Association, making the allegation.

16.1.3 The ***immediate supervisor*** is the supervisor having immediate jurisdiction over the grievant.

16.1.4 ***Day*** is any day in which the District office is open.

16.1.5 Either party may request a meeting at Levels One and Two of this procedure.

16.2 Purpose:

16.2.1 The purpose of this procedure is to secure at the lowest possible administrative level, resolution of grievances.

16.2.2 Both parties agree that proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

16.3 **Informal Procedure:**

16.3.1 An employee should normally seek solutions to grievances through informal discussion with his/her immediate supervisor or appropriate site administrator prior to initiating the formal grievance procedure.

16.3.2 Nothing contained in this article shall limit the right of any employee to such discussion and may have the matter resolved without intervention by the Association, provided that the resolution is not inconsistent with the terms of the Agreement. Prior to the resolution on any employee-initiated grievances, CSEA shall be provided a copy of the proposed resolution for review. CSEA shall be given opportunity to file a written response to the proposed resolution.

16.4 **Formal Procedure:**

16.4.1 **Level One**

16.4.1.1 Within fifteen (15) days of the time the employee knows or could have reasonably been expected to know of the occurrence of the act or omission giving rise to the grievance he/she may present the grievance in writing to the appropriate site administrator.

16.4.1.2 The appropriate site administrator shall reply in writing within fifteen (15) days thereafter.

16.4.2 **Level Two**

16.4.2.1 If the grievant is not satisfied with the disposition at Level One, he/she may, within ten (10) days after the receipt of the reply, present the grievance in writing to the Superintendent.

16.4.2.2 The Superintendent or his/her designee shall reply in writing within ten (10) days thereafter.

16.4.3 **Level Three**

- 16.4.3.1 If the grievant is not satisfied with the disposition at Level Two, he/she may, within ten (10) days after the receipt of the reply, request in writing that the Association submit the grievance to binding arbitration.
- 16.4.3.2 The Association shall retain full and complete authority to determine whether or not the grievance shall be forwarded for arbitration. In the event that the grievance is to receive further consideration, the Association, by written notice to the Superintendent within fifteen (15) days after receipt of the request from the grievant, shall submit the grievance to binding arbitration.
- 16.4.3.3 A request for a panel of five (5) qualified arbitrators shall be made to the American Arbitration Association. The parties will then be bound by the rules of the American Arbitration Association in the selection of an arbitrator, and the arbitrator shall proceed under the voluntary labor arbitration rules.
- 16.4.3.4 If any question arises as to the arbitrability of the grievance, such question will be ruled upon first by the arbitrator and only after formally ruling on the question of arbitration shall the arbitrator hear the grievance.
- 16.4.3.5 The arbitrator shall, as soon as possible, hear evidence and render a decision subject to 16.4.3.4 on the issue or issues that were submitted to arbitration. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each level.
- 16.4.3.6 The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement. The arbitrator will have the power only in cases where there is authority to make a decision, which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as he/she judges to be proper and within his/her authority.
- 16.4.3.7 After hearing and after both parties have had an opportunity to

make written arguments, the arbitrator shall submit in writing within thirty (30) calendar days his decision to all parties. The decision of the arbitrator shall be binding to both the District and CSEA.

- 16.4.3.8 All costs for the services of the arbitrator, including but not limited to per diem expenses, travel and subsistence expenses and cost of any hearing room and court reporter will be borne equally by the District and the Association. All other costs will be borne by the party incurring them.

16.5 **Grievance – General:**

- 16.5.1 No reprisals will be taken against any party by reason of such participation in the grievance procedure.
- 16.5.2 A grievant may be represented at all levels of the procedure by himself/herself, or upon his/her request may be accompanied by an Association representative.
- 16.5.3 If a grievance arises from an act, inaction or omission on the part of a member of the Administration at the level above the immediate supervisor, the grievant may submit such grievance in writing, with approval of the immediate supervisor, to the Superintendent. The processing of such grievance will start at Level Two. In the event the Superintendent has reason to believe the grievance can be resolved with the grievant's immediate supervisor, the Superintendent may remand the issue to Level One.
- 16.5.4 Each of the requirements and time limitations as stated herein or on the forms for the processing of grievances shall be strictly adhered to. However, any such time limits may be extended by the written agreement of both parties.
- 16.5.5 If the same or substantially the same grievance is made by more than one (1) grievant against one (1) supervisor, one (1) grievant may process the grievance through the grievance procedure on behalf of himself/herself and the other named grievant. The grievant shall select that individual who shall process the grievance. Names of all grievants shall appear on any documents related to the settlement of the grievance.
- 16.5.6 Decision rendered at the former levels of the grievance procedure will be in writing and will be transmitted promptly to the grievant(s).
- 16.5.7 When it is necessary for a representative designated by the Association to process a grievance or to attend a grievance meeting or hearing during the day,

he/she will be released without loss of pay in order to permit participation in the foregoing activities. The District shall attempt to schedule grievance meetings and hearings at time which do not conflict with employee's duties. Any employee or grievant who is requested to appear in investigations, meetings, or hearings as a witness will be accorded the same right.

- 16.5.8 The District shall supply adequate copies of necessary forms for processing grievances at each work location.
- 16.5.9 All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants unless otherwise ordered by the arbitrator.
- 16.5.10 Failure of the appropriate supervisor to respond at Level One and/or Two of the grievance procedure within the specified time limits shall result in the grievance being automatically forwarded to the next level.
- 16.5.11 Failure on the part of the grievant(s) to process a grievance within the timeline provided shall be deemed an abandonment of the grievance.

ARTICLE 17: SAFETY CONDITIONS

- 17.1 **Compliance with Laws:** The District and employees shall conform to and comply with all health, safety, and sanitation requirements imposed by State or Federal law or regulations adopted under State or Federal law as applicable to school districts.
- 17.2 **Safety Equipment and Professional Tools:** The District will provide required safety equipment, protective gear, and professional tools necessary for employees to safely perform their assigned duties. Employees shall submit requests for necessary tools, equipment, PPE, to their immediate supervisor via District email. The District is responsible for adhering to and maintaining appropriate safety standards and providing necessary training. Employees are responsible for properly using, maintaining, and safeguarding any district-provided equipment, following established safety procedures, and reporting damaged or unsafe equipment to their immediate supervisor.
- 17.3 **Reporting Unsafe Conditions:** Employees are encouraged and required to report any unsafe conditions utilizing any of the following methods; e.g. QR codes, See Something, Say Something, verbal communication to their immediate supervisor, or the Employee Safety Suggestion Form on the District website. Employees should not be required to work in an unsafe working condition or to perform tasks that endanger their health or safety, related

to their job description. No employee shall be retaliated against for reporting a safety hazard.

17.4 **Safety Training:** The District shall provide necessary safety training and information to employees as required by law or as deemed necessary by the District to maintain a safe and supportive work environment.

17.5 **Identification:** All employees shall wear a District-issued identification badge while on duty or on District property.

17.5.1 The District shall provide the identification badges and any necessary clips, lanyards, or holders at no cost to the employee.

17.6 **Innovative Safety Tools:** Consistent with the District's Foundation of "designing learning environments that drive innovative practices" and "equipping staff with the educational tools necessary for achievement and growth", the District may implement electronic emergency alert systems, such as the Raptor Badge Alert.

17.6.1 **Use and Training:** The District shall provide comprehensive, paid training on the proper use and functionality of the electronic emergency alert system to all affected employees before implementation.

17.6.2 **Purpose:** These tools are intended solely to enhance physical and social-emotional safety by providing a direct "pathway of connectivity" to emergency services and site administration during a safety crisis.

17.6.3 **Privacy and Data:** The District recognizes the importance of staff well-being and professional culture. As such, the electronic emergency alert system shall not be used for the purpose of monitoring employee location for routine attendance or disciplinary tracking, but shall be reserved for the promotion of a safe and supportive work environment.

ARTICLE 18: CONTRACT CLAUSE

18.1 **Savings Clause:** If during the life of this Agreement there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions, which shall continue in full force and effect.

- 18.2 **Conclusion of Meet and Confer:** During the term of the Agreement, the Association and the District shall meet and confer with respect to any subject or matter whether referred to or covered in this Agreement or not, even though each subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.
- 18.3 **Support of Agreement:** The District and the Association agree that it is in their mutual benefit to encourage the resolution of differences through the meet and confer process. Therefore, it is agreed that the parties will support the terms of this Agreement and will not appear before any public body to seek change or improvement in any matter subject to the meet and confer process.
- 18.4 **Effect of Agreement** It is understood and agreed by the District and the Association that the specific provisions of this Agreement shall prevail over District practices and procedures and over State law to the extent permitted by State law, and that in the absence of specific provisions in this Agreement the District shall consider such practices and procedures within the discretionary authority.

ARTICLE 19: NEGOTIATIONS

- 19.1 **Notification and Public Notice:** If either party desires to alter or amend this Agreement, it shall, prior to the termination date set forth under the Duration Article, provide written notice and a proposal to the other party of said desire and the nature of the amendments and cause the public notice provisions of law to be fulfilled.
- 19.2 **Commencement of Negotiations:** After satisfaction of the public notice requirement following submission of the proposal, negotiations shall commence at a mutually acceptable time and place for the purpose of considering changes in this Agreement.
- 19.3 **Release Time for Negotiations:** CSEA shall have the right to designate twelve (12) employees, including the past president, who shall be given reasonable release time to participate in negotiations.
- 19.4 **Distribution of Contract:** Within thirty (30) days after the execution of this Contract, the District shall print or duplicate and provide without charge a copy of this Contract to every employee in the bargaining unit. Any employee who becomes a member of the bargaining unit after the execution of this Agreement shall be provided with a copy of this Agreement by the District without charge at the time of employment.

ARTICLE 20: RECLASSIFICATION

- 20.1 **Definition:** Reclassification shall mean the redefining of a position to account for changes in duties, responsibilities or work that alters the nature of the classification of the position.
- 20.2 **Request for Review of Position – Employee Initiated Reclassification:** Requests for review of position may be initiated by any classified employee by making the request to the Human Resource Development (“HRD”) office. Upon receipt of the request form, the HRD will seek a recommendation from the employee’s supervisor and evaluate the recommendation on the basis of the information provided in the request and, in addition, contact the supervisor for additional information as necessary.
- 20.2.1 **Timing of Request for Reclassification:** All requests for reclassification of positions by an employee shall be submitted in the calendar month of August, December and April. Employees who are requesting reclassification must prepare and personally deliver all materials to Human Resources Development (HRD) and the CSEA President or designee(s).
- 20.2.2 **Contents of Request:** Each request for a reclassification should contain fourteen (14) copies (six (6) to the District and eight (8) to CSEA). Employee(s) must sign and date all documents being submitted. The request should contain:
- 20.2.2.1 A cover letter stating an overview of the request.
 - 20.2.2.2 A current and proposed job description including proposed salary range.
 - 20.2.2.3 Information outlining the additional duties and responsibilities acquired over a period of time that differs from the current job description and justifying the request.
 - 20.2.2.4 A historical overview of the new duties.
 - 20.2.2.5 Any other relevant information supporting the request.
- 20.3 **District Initiated Reclassification:** The District HRD designee may initiate a reclassification during the months of August, December, and April, in any of the following circumstances: 1) if responsibilities of any position held by an employee are sufficiently different than the other employees in like positions; 2) the responsibilities for a particular position need to be added as a result of reorganization; or 3) due to changed circumstances in the operation of the District, the responsibilities of a position have also changed. Under any of these circumstances, HRD shall notify the affected employee(s) and evaluate all of the factors set forth in Section 20.2.
- 20.4 Following the determination of HRD related to either an employee initiated or District

initiated reclassification, the District, and CSEA shall meet within 30 days of the reclassification determination. Any agreements resulting from such meeting shall be submitted to CSEA and the Governing Board for ratification.

20.5 **Salary Placement of Reclassified Position:** Whenever a position is reclassified, the employee holding that position shall move to the step on the negotiated range for the reclassified position that is nearest to, but not less than five percent (5%) of the employee's current hourly wage.

20.6 Once a position has been reclassified, that position shall not be reclassified for a period of five (5) years from the date of reclassification.

ARTICLE 21: TRANSPORTATION

21.1 Definition of Terms

21.1.1. "Seniority": The Bus Driver's date of employment, defined as the first day of rendered service in paid status with the District.

21.1.2. "Route": Home-to-school/School-to-home delivery of students.

21.1.3. "Open Route": Route that is not assigned to a Bus Driver.

21.1.4. "Trips": All other student/staff deliveries outside of the aforementioned Routes (including, but not limited to, Weekly Shorts, Weekly Extended, Overnight/Weekend).

21.1.5 "Bus Driver": All Bus Driver classifications.

21.2 Route Bidding

21.2.1 Before the beginning of each instructional school year, Bus Drivers will bid for their Routes for the school year, according to seniority.

21.2.2 Bus Drivers shall have two (2) days following the close of bidding to confirm their Route. A failure to confirm their Route will result in an assignment to any Open Route(s).

21.2.3 Bus Drivers assigned six (6) hours per day may only bid on Routes that are six (6) hours or less.

21.2.4 Routes that become Open Routes during the instructional school year, shall be posted within five (5) working days of the vacancy and Bus Drivers will bid on the Open Route according to seniority.

21.3 **Trip Selection**

- 21.3.1 All Bus Drivers shall be listed on a rotation list for selection of Trips, based on seniority ("rotation seniority list"). A copy of the current rotation seniority list will be made available to Bus Drivers upon written request.
- 21.3.2 Bus Drivers will select Trips based on their position on the rotation list for the following week. To provide equitable distribution of Trips, Bus Drivers will be offered the opportunity to select only one (1) Trip at a time, according to the Bus Driver's location on the rotation seniority list. The Trip selection process for the following week will begin with the earliest Trip available on Monday.
 - 21.3.2.1 Bus Drivers will be limited to selecting one Trip per day, and once a Trip is selected for the day of the week, the Bus Driver will not be eligible to select another Trip that day, regardless of their placement on the rotation seniority list. Once a Bus Driver has been provided the opportunity to make a selection, whether the Trip is selected or not, their name will be moved to the bottom of the rotation seniority list. The next Bus Driver on the rotation seniority list will be offered an opportunity to select the earliest Trip, if still available, or the next available Trip. The same rotational process will continue for each Trip, each day of the following week, including Saturday and/or Sunday.
 - 21.3.2.2 Trip selection for the next week will begin with the next Bus Driver on the rotation seniority list, based on where the rotation seniority list ended from the preceding week.
- 21.3.3 A list of the following week's Trips will be made available to Bus Drivers no later than Friday morning and Bus Drivers will have until Friday at 2 p.m. to select Trips for the following week. Trips will not be designated as unselected until the rotation seniority list has been exhausted for the individual Trip. Any unselected Trips will be available for any Bus Driver, subject to section 21.3.5 below.
- 21.3.4 Any Trips added following the selection process described above, will be offered for selection based on the current rotation seniority list, as of the time the Trip is added. If a Bus Driver selects a Trip pursuant to this section, there will be no impact to the rotation seniority list for the following week's selection.
- 21.3.5 Transportation Department Management shall approve all extra time/Trips prior to assignment.

- 21.3.6 If a selected Trip scheduled during the school week is cancelled by the District, the scheduled Bus Driver will be first to select from any unselected Trips remaining that week.
- 21.3.7 If a Bus Driver is scheduled for an Overnight/Weekend Trip and the Trip is cancelled by the District, the Bus Driver shall receive three (3) hours of pay, compensated at the appropriate rate of pay under the terms of this Agreement.
- 21.3.8 Bus Drivers are responsible for checking the Trip assignment sheet and electronic monitors for changes, corrections or updates before and after each daily Route.

21.4 **Lindsay Routes**

- 21.4.1 Additional Trips are available in Lindsay, as approved by Lindsay Unified School District. Lindsay Trips will be made available for selection by those Bus Drivers assigned to Lindsay only. These Trips will be available for selection by these Bus Drivers through a similar selection process, as set forth above, subject to a rotation seniority list including those Bus Drivers assigned to Lindsay only.
- 21.4.2 Bus Drivers assigned Lindsay routes will not be subject to the Trip selection process for Visalia Trips.

ARTICLE 22: TRAINING

- 22.1 The District hereby acknowledges proper training of District employees is a priority of the District. The District will work with management and supervisory staff to ensure employees, including when employees change from one classification to another, receive training to meet the specific needs of each position.

ARTICLE 23: OTHER

- 23.1 All current side letters and current memorandums of understanding are considered part of this agreement.

ARTICLE 24: TERM AND REOPENING OF CONTRACT

- 24.1 This Agreement shall be in effect from July 1, 2024, through June 30, 2027. After agreement is reached for the 2026-2027 school year, the contract shall be closed. For the 2025-2026 and 2026-2027 school years, the Parties may reopen Article 10 (Employee Benefits), Article 13 (Salary), and up to two (2) articles determined by each party.

The Collective Bargaining Agreement (this agreement) was signed on the 4th day of June, 2026 in Visalia, California.

DISTRICT



Ben Dhillon
Assistant Superintendent, HRD
Dated: June 4, 2026



Judy Burgess, Ed.D.
Administrator, HRD
Dated: June 4, 2026

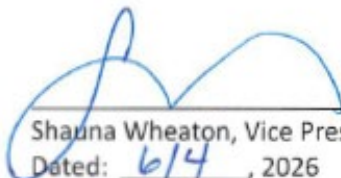
CSEA



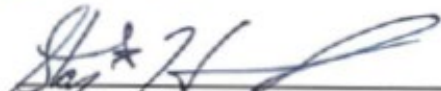
Chelse Chavez Gonzalez,
CSEA President, Chapter 83
Dated: 6/4, 2026



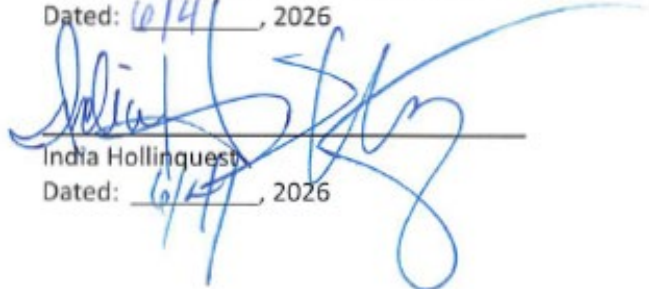
Mena Rocha
CSEA Labor Representative
Dated: 6/4, 2026



Shauna Wheaton, Vice President
Dated: 6/4, 2026



Star* Hernandez, Second Vice President
Dated: 6/4, 2026

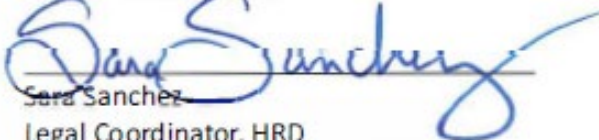


India Hollingquest
Dated: 6/4, 2026

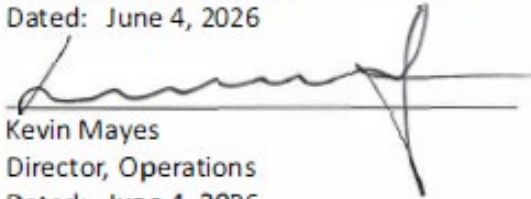
DISTRICT



Elissa Cotta
Coordinator, HRD
Dated: June 4, 2026



Sara Sanchez
Legal Coordinator, HRD
Dated: June 4, 2026



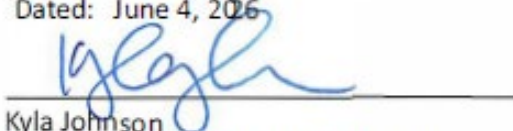
Kevin Mayes
Director, Operations
Dated: June 4, 2026



Vanessa Shearer
Coordinator, HRD
Dated: June 4, 2026

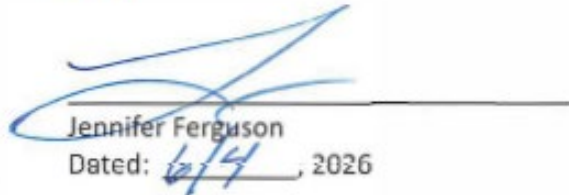


Nathan Hernandez
Chief Business Officer, Business Services
Dated: June 4, 2026

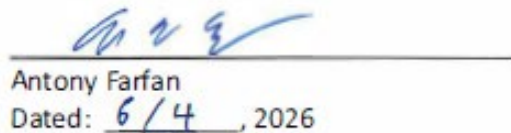


Kyla Johnson
Administrator of Business Functions
Dated: June 4, 2026

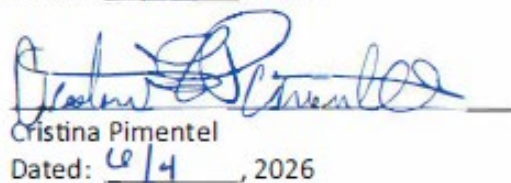
CSEA



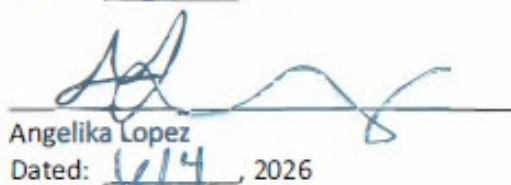
Jennifer Ferguson
Dated: 6/4, 2026



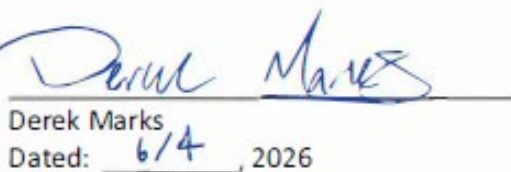
Antony Farfan
Dated: 6/4, 2026



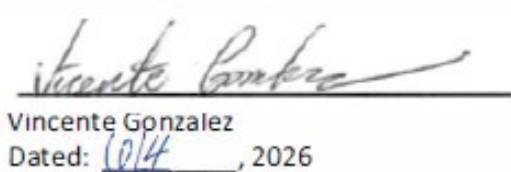
Cristina Pimentel
Dated: 6/4, 2026



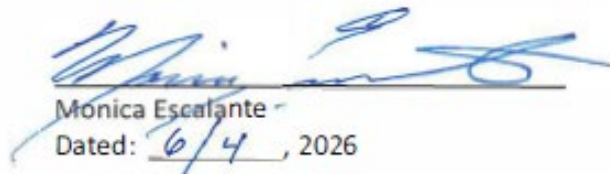
Angelika Lopez
Dated: 6/4, 2026



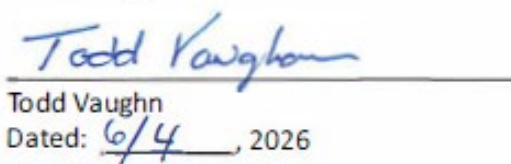
Derek Marks
Dated: 6/4, 2026



Vincente Gonzalez
Dated: 6/4, 2026



Monica Escalante
Dated: 6/4, 2026



Todd Vaughn
Dated: 6/4, 2026

VISALIA UNIFIED SCHOOL DISTRICT

APPENDIX A

Employee Position Classifications and Salary Ranges

Fiscal Year 2026-2027

Effective as of 07-01-2026

Position Classification	Salary Range
A. <u>Nutritional Services Department</u>	
Cafeteria Worker I.....	36
Vending Cart Server	36
Cafeteria Worker II.....	37
Cafeteria Worker III.....	38
Cafeteria Worker IV	39
Stock Delivery Person - NSD.....	53
Distribution Specialist	58
Cafeteria Site Lead	60
B. <u>Instructional and Related Services</u>	
General Activities Aide.....	36
Special Education Aide-Bus Rider	36
Child Care Provider	38
Library Media Technician I.....	38
Paraprofessional	38
Special Friend.....	38
Paraprofessional Driver	40
Language Assessment Center Technician - SEA	40
Language Assessment Center Technician - Spanish	40
Paraprofessional – Spanish	41
Preschool, Home-Based Instruction - Spanish.....	43
Paraprofessional – Special Education	45
Preschool Aide	45
Instructional Aide - Vocal Music - Piano Accompanist	46
Campus Supervisor	46
Paraprofessional – Transitional Kindergarten	48
Assistive Technology Assistant	50
Specialized Learning Center Support Technician.....	50
Paraprofessional – Transitional Kindergarten – Spanish.....	51
Specialized Learning Center Support Technician Driver.....	52
District Liaison - Bilingual.....	52
District Liaison - Spanish	52
Musical Instrument Repair and Storage Technician	60
Library Media Technician	60
Library Media Technician II.....	60
Interpreter/Translator-Spanish.....	60
Intervention and Prevention Specialist	60
Academic Intervention Specialist	65

B. Instructional and Related Services (Continued)

Behavior Intervention Technician	65
Behavioral Health Technician	65
Job Developer	68
Interpreter - Hard of Hearing.....	68
Interpreter – Consecutive and Simultaneous	68
Behavior Intervention Specialist	70
Early Start Intervention Specialist.....	70
Speech Language Pathology Specialist	70
Student Behavior Specialist	70
Vocational Trainer.....	70
After School Program Specialist.....	71
Speech Language Pathology Assistant.....	71
Treatment Nurse.....	74
Preschool Instructor	76
Preschool Technician	76
Preschool Instructor - Spanish	79
Collaborative Pianist Vocal Music.....	80
Early Childhood Education Lead	80
Family and Student Engagement Specialist.....	80
Navigator – Adult Education Navigator – Spanish.....	80
Student Wellness Coach	80
Family and Student Engagement Specialist – Spanish	83
Music Repair Technician	90

C. Purchasing and Printing Services

District Courier	48
Production Worker	50
District Warehouse Worker	52
Graphic Design/Production.....	60
Purchasing Technician	72
Purchasing Specialist.....	80

D. Clerical and Fiscal Services

Counseling Assistant	45
Office Assistant	45
Attendance Clerk	50
Library Clerk	50
Attendance Clerk – Spanish	53
Assessment Assistant, Visalia Adult School	55
District Counseling Assistant.....	55
School Finance Assistant.....	55
Administrative Assistant	60
Administrative Assistant, Operations Services	60
Administrative Assistant, Print Shop	60
Administrative Assistant, Special Education.....	60
Administrative Assistant, Instructional Services – Spanish	63

D. Clerical and Fiscal Services (Continued)

Administrative Assistant – Spanish	63
Administrative Assistant, Nutritional Services – Spanish	63
Senior Administrative Assistant.....	68
Senior Administrative Assistant, Business Services.....	68
Senior Administrative Assistant, Instructional Services	68
Senior Administrative Assistant, Nutritional Services	68
Senior Administrative Assistant, Special Education	68
Accounting Support Technician	70
District Library Media Specialist	70
District Library Media Technician	70
Finance Support Technician, Visalia Adult School	70
Human Resources Development Support Technician	70
Special Projects Technician	70
Senior Administrative Assistant – Spanish.....	71
Special Projects Technician - Spanish	73
Four Creeks Café Technician	75
Student Welfare and Attendance Technician.....	80
Student Welfare and Attendance Technician – Spanish	83
Human Resources Development Benefits Technician.....	86
Human Resources Development Technician	86
Payroll Technician	86
Special Education Data Technician	86
Substitute Services Technician.....	86
District Attendance Technician	90
Graphic Designer/Web Content Developer.....	95
Accounting Lead.....	96
Data Analyst.....	100

E. Operations and Transportation Services

Custodian	44
Grounds Worker	45
Custodian, Athletic Facilities.....	46
Site Custodian I	52
Utility Team Person.....	52
Utility Person – Visalia Civic Facilities	52
Custodian, Team Lead.....	55
Grounds Worker, Lead.....	55
Site Custodian II	56
Central Grounds Worker.....	58
Site Custodian III	58
Bus Driver.....	60
Bus Driver/Utility Team Person	60
Utility Team Lead	62
Pool Maintenance Technician.....	65
Theater Technician.....	65
Irrigation Technician	75

E. Operations and Transportation Services (Continued)

Dispatcher/Router	80
Vehicle Maintenance Technician I	82
Central Grounds Worker, Lead	85
Irrigation Technician, Lead.....	85
Maintenance Technician I - Construction	85
Maintenance Technician I - Electrical	85
Maintenance Technician I - HVAC.....	85
Maintenance Technician I - Locksmith & Glazier.....	85
Maintenance Technician I – Low Voltage/Signal Systems.....	85
Maintenance Technician I - Plumbing.....	85
Maintenance Technician I - Roofing	85
Maintenance Technician I - Welding	85
Vehicle Maintenance Technician II	92
Maintenance Technician II - Construction	95
Maintenance Technician II - Electrical	95
Maintenance Technician II - HVAC.....	95
Maintenance Technician II - Locksmith & Glazier.....	95
Maintenance Technician II – Low Voltage/Signal Systems.....	95
Maintenance Technician II - Painting.....	95
Maintenance Technician II - Plumbing.....	95
Maintenance Technician II - Roofing	95
Maintenance Technician II - Welding	95
Vehicle Maintenance Lead.....	102
Maintenance Technician III - Construction	105
Maintenance Technician III - Electrical	105
Maintenance Technician III - HVAC.....	105
Maintenance Technician III - Locksmith & Glazier.....	105
Maintenance Technician III – Low Voltage/Signal Systems.....	105
Maintenance Technician III - Painting.....	105
Maintenance Technician III - Plumbing	105
Maintenance Technician III - Roofing	105
Maintenance Technician III - Welding	105
Shop Foreman - Transportation.....	108
Maintenance Lead - Construction	115
Maintenance Lead - Electrical.....	115
Maintenance Lead - HVAC	115
Maintenance Lead – Low Voltage/Signal Systems	115
Maintenance Lead - Plumbing	115

F. Technology Services

Information Technology Assistant	70
Information Technology Assistant – Spanish	73
Information Technology Help Desk	80
Information Technology Technician	90
Senior Information Technology Technician	100
Student Information System Support Specialist.....	100

F. Technology Services (Continued)

Programmer/Data Analyst 132

Translator/Interpreter services* will be paid at a rate of pay three ranges higher than and at the same step as the employee's regular rate of pay per hour.

(*Translator/ interpreter services are defined as receiving information in one language through oral or written means and providing written or oral communications in response in a different language. This definition does not include oral communications, in-person and/or telephonically, wherein the conversation is held in the same language.)

